

# Terms of Sale

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Certain products and services may from time to time be made available to you ("you" or "User") by Facebook, Inc. or its corporate affiliates (collectively, "us", "we" or "the Company") through the Facebook Site. By purchasing any products or services through Facebook, you signify that you have read, understand and agree to be bound by the Terms of Sale in effect at the time of purchase ("Terms of Sale"). Your purchases and your use of Facebook are also governed by the Facebook [Terms of Use](#) ("Terms of Use"), which are incorporated herein by reference. "Facebook Site" means that website currently appearing at [www.facebook.com](http://www.facebook.com), any other Facebook or Facebook affiliate-branded or co-branded website or web page (including, without limitation, any and all sub-domains, international versions and successors thereof) and any Facebook or Facebook Affiliate provided services, including, without limitation, services provided through any media, devices or networks now existing or later developed.

These Terms of Sale are subject to change without prior written notice at any time, in Company's sole discretion, and such changes shall apply to any purchases made after such changes are posted to the Facebook Site. Therefore, you should review these Terms of Sale prior to each purchase so you will understand the terms applicable to such transaction. If you do not agree to these Terms of Sale, do not make any purchases on Facebook.

**PLEASE READ THESE TERMS OF SALE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.**

## Purchase Qualifications; Account Security

To make a purchase on Facebook, you must be a registered Facebook User and comply with these Terms of Sale (including the Terms of Use). You acknowledge that you are responsible for maintaining the security of, and restricting access to, your account and password, and you agree to accept responsibility for all purchases and other activities that occur under your account. Facebook sells its products only to those users who can legally make purchases with a credit card. If you are under 18, you may make purchases on Facebook only with the involvement of a parent or guardian. Facebook reserves the right to refuse or cancel orders or terminate accounts, at any time in its sole discretion.

## Payment Method and Terms

We accept Visa, MasterCard, American Express, Discover and Diner's Club credit cards and certain debit cards, as forms of payment. By submitting an order through Facebook, you authorize the Company, or its designated payment processor, to charge the account you specify for the purchase amount. All payments are to be made in United States Dollars. When you provide your credit card number to Facebook, you may authorize us to store your credit card number and related payment information.

## **Delivery**

Any tangible property purchased through the Facebook Site will be shipped FOB Shipping Point. Title to such products passes from Company to you upon shipment. With respect to services you purchase through the Facebook Site, you acknowledge and agree that upon making such services available to you (or to their intended authorized recipients), Company will have fully satisfied its obligation to deliver or otherwise provide such services, regardless of any failure or inability to use such services.

## **Product and Service Descriptions and Availability, Errors**

Company and its suppliers continually upgrade and revise its products and services to provide you with new products and services. Company may revise, discontinue or modify products or services at any time without prior notice to customers, and products or services may become unavailable without notice. Company shall have no liability of any kind if a product or service that has been ordered is unavailable. If necessary, Company reserves the right to substitute items of equal or greater value when an item or service is unavailable or Company may cancel the order.

We attempt to be as accurate as possible and eliminate errors on Facebook, however we do not warrant that any product, service or description, photograph, pricing or other information is accurate, complete, reliable, current, or error-free. In the event of an error, whether on the Facebook Site, in an order confirmation, in processing an order, delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. In addition, we may, in lieu of a refund as provided in this paragraph, opt to provide you with a merchandise or service credit (including without limitation issuing, at our option, Gift Credits as described below), with a value at least equal to the amount charged to your credit card. Facebook reserves the right to determine and modify from time to time the exact nature of any such merchandise or service credit, including conversion into one or more different types of merchandise or service credits. Your sole remedy in the event of such error is to cancel your order and obtain a refund or credit as set forth above. To request a refund, send an email to [charges@facebook.com](mailto:charges@facebook.com).

## **Taxes**

User will be responsible for any applicable sales or use tax, duties, or other governmental taxes or fees payable in connection with your purchase. If you do not pay such sales or other tax or fee on a transaction, you will be responsible for such taxes or fees in the event that they are later determined to be payable on such sale, and , and Company reserves the right to collect such taxes or other fees from you at any time.

## **Virtual Gift Service**

Company's virtual gift service allows you to select an image from Facebook's Virtual Gift Store and post it on the recipient's profile along with a message from you (the "Virtual Gift"). The length of time the Virtual Gift will remain posted on the recipient's profile (unless hidden or deleted by the recipient) will be determined by Company in its sole discretion, but it will

remain there for a minimum of two weeks unless hidden or deleted by the recipient. The images and other content included as part of the Virtual Gift is part of the Site Content and is subject to all terms and conditions regarding such Site Content as are set forth in the Terms of Use. In addition, any message that you include with the Virtual Gift must comply with all terms and conditions regarding User Content and User Conduct as set forth in the Terms of Use. Without limiting any of the foregoing, the Virtual Gift service is a service (notwithstanding any use of the terms "purchase," "buy," "sell," "order" or the like on the Facebook Site or in these Terms of Sale), and neither you nor your recipient obtains or retains any rights or ownership interest of any kind in or to any Virtual Gift you send or receive through the Virtual Gift service, and neither you nor the recipient may reproduce, distribute, transfer, modify or otherwise use the Virtual Gift in any manner other than as expressly authorized by Company. All use of the Virtual Gift service is for your personal, non-commercial use only. Price and availability of Virtual Gifts are subject to change at any time without notice.

## **Gift Credits**

In order to send Virtual Gifts, you must purchase credits (the "Gift Credits") that are redeemable for Virtual Gifts at rates specified on the Virtual Gift page. Facebook may in its sole discretion allow you to apply your Gift Credits toward other goods or services in addition to such Virtual Gifts. Although the Gift Credits you purchase do not expire, if you do not use your Gift Credits within three (3) years after the date of purchase, Facebook may without notice redeem such Gift Credits on your behalf by sending Virtual Gifts to your Facebook friends. Facebook may determine in its sole discretion which of your Facebook friends will receive such Virtual Gifts, how many each friend will receive, and which Virtual Gift(s) will be sent to each. Gift Credits have no monetary value and cannot be redeemed for cash. Gift Credits are non-refundable and non-transferable. Without limiting any of the foregoing, the Gift Credits system is a service (notwithstanding any use of the terms "purchase," "buy," "sell," "order" or the like on the Facebook Site or in these Terms of Sale), and you do not obtain or retain any rights or ownership interest of any kind in or to Gift Credits. All use of the Gift Credits system is for your personal, non-commercial use only. To review how many Gift Credits you have remaining, go to the Virtual Gift page. If you have any questions about Gift Credits, please contact customer support.

## **Returns**

All tangible merchandise, other than special orders and as otherwise noted by Company, may be returned to us for a refund of your purchase price when you notify us within 10 days of receipt of your order. We do not accept returns after this 10-day period. A 20% restocking fee may be applied to your return, but it shall not apply to returns due to defects or errors by Company. You are responsible for paying shipping back to the designated location for returned items, unless such item is being returned due to a product defect or error by Company. You must call first for a return authorization number, and no merchandise can be returned without a written authorization number. Items must be unopened, in new condition, and returned in original shipping containers. All merchandise must be inspected by customer upon delivery. If any box looks dented or damaged in any way, the driver must make a notation and should mark any damages. Boxes opened later and then damage noticed without driver making notation, is considered concealed damage. Some shipping companies do not always cover full refunds on concealed damage items. Company is not responsible for

damaged incurred during shipping. There are no returns or cancellations for any intangible property or services purchased from Company, including without limitation Virtual Gift services. All sales are final, noncancelable and nonrefundable except as expressly set forth in this Agreement or as otherwise determined by Company in its sole discretion.

## **Privacy**

We care about the privacy of our Users. Click [here](#) to view the Facebook Site's Privacy Policy. By using the Facebook Site, you are consenting to have your personal data transferred to and processed in the United States.

## **Disclaimers**

ANY WARRANTY ON PRODUCTS OR SERVICES PURCHASED THROUGH THIS SITE ARE PROVIDED BY THE ORIGINAL MANUFACTURER ONLY AND NOT BY COMPANY. COMPANY ITSELF MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD ON THIS SITE.

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Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

## **Limitation on Liability**

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR PURCHASE OR USE OF ANY PRODUCTS OR SERVICES, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID

BY YOU TO COMPANY FOR THE PRODUCT OR SERVICE, BUT IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1,000. YOU ACKNOWLEDGE THAT IF NO AMOUNT IS PAID TO COMPANY FOR THE PRODUCT OR SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **Governing Law; Venue and Jurisdiction**

You agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern your use and purchase of products and services and these Terms of Sale, and any dispute of any sort that might arise between you and the Company or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of California.

## **Arbitration**

YOU AND COMPANY AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF SALE (INCLUDING THE TERMS OF USE) OR THE SALE OF THE PRODUCTS OR SERVICES SHALL BE FINAL AND BINDING ARBITRATION, except that, to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, such other party may seek injunctive or other appropriate relief.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes ( the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, the Company will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF SALE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER

CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to any products or services be instituted more than three (3) years after the cause of action arose.

## **Indemnity**

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your purchase or use of any product or services, or any violation of this Agreement or of any law or the rights of any third party.

## **Other**

These Terms of Sale, including the Terms of Use, constitute the entire agreement between you and Company regarding purchases you make on Facebook, superseding any prior agreements between you and Company relating to such purchases. The failure of Company to exercise or enforce any right or provision of these Terms of Sale shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Sale shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions. In the event of a conflict between these Terms of Sale and the Terms of Use, these Terms of Sale shall be controlling.

## **Questions**

Please visit our [Help](#) page for more information.

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