

## **IMPORTANT – PLEASE READ CAREFULLY**

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We recommend you print out a copy of these Terms & Conditions for your records, and can download them

**\*\*[here]([http://g.christianbook.com/ns/pdf/policies/Christianbook\\_TermsAndConditions\\_12202019.pdf](http://g.christianbook.com/ns/pdf/policies/Christianbook_TermsAndConditions_12202019.pdf))\*\***. Upon request by you or Christianbook, we each agree to sign and provide to each other a signed copy of these Terms & Conditions.

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### **\*\*2. MODIFICATIONS TO THIS AGREEMENT\*\***

These Terms & Conditions were last updated on Jan 1, 2019 and apply to all uses, purchases, or registrations occurring on or after that date. We reserve the right, in our sole discretion, to change these Terms & Conditions at any time by posting a change notice or new agreement on this website, but such changes shall not apply retroactively. The previous version of the Terms & Conditions can be found **\*\*[here](</page/info/terms-and-conditions/past-terms-and-conditions>)\*\***..

### **\*\*3. DISPUTES – THE REQUIREMENT TO ARBITRATE\*\***

At Christianbook, we work hard to make things right with each and every customer. On

occasion, a third party may be necessary to help us resolve our disputes, and this Agreement limits us to arbitration (or small claims court, if a claim qualifies) in the following instances.

**\*\*YOU AND CHRISTIANBOOK AGREE THAT ALL DISPUTES AND CLAIMS BETWEEN US ARISING FROM OR RELATING IN ANY WAY WITH THE PERFORMANCE OF THESE TERMS & CONDITIONS, YOUR USE OF THIS WEBSITE, ANY PRODUCTS OR SERVICES SOLD OR LICENSED THROUGH THIS WEBSITE, OR THE ACTIONS OF CHRISTIANBOOK OR ITS AGENTS THAT WE CANNOT RESOLVE INFORMALLY SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT AS PROVIDED BELOW.**

**YOU AND CHRISTIANBOOK FURTHER AGREE TO WAIVE ANY AND ALL RIGHTS TO PARTICIPATE IN ANY WAY IN A CLASS ACTION/CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHERWISE TO MAKE OR PROCEED WITH ANY CLAIM ON A COLLECTIVE OR CONSOLIDATED BASIS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND CHRISTIANBOOK AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL.\*\***

This arbitration agreement applies to all agents, attorneys, contractors, subcontractors, service providers, employees, and all others acting for, on behalf of, or under the direction of Christianbook, including all affiliated companies (including, but not limited to, parents, subsidiaries, and sibling corporations). This Agreement is binding on you and Christianbook, as well as our respective heirs, successors, and assigns.

You and Christianbook agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act (“FAA”) and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. This Agreement, however, does not prevent you from bringing any issues to the attention of federal, state, or local agencies.

**\*\*Arbitration Scope, Rules, and Requirements\*\***

There is no judge or jury in arbitration, and discovery and court review of an arbitration award are limited. However, an arbitrator under this Agreement can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms & Conditions as a court would.

The arbitration or small claims court action shall occur in the United States in the county or parish in which you reside or at such other location in the United States which may be agreed upon by you and Christianbook. You may also choose to have any arbitration, whether commenced by you or us, conducted by telephone or based on written submissions only.

The arbitrator has the authority to and shall resolve all claims and issues arising between us, including, but not limited to, international, federal, state, and local statutory, regulatory, constitutional, and common law claims.

This arbitration requirement covers, but is not limited to, any and all claims arising from or related in any way to your use of this website, your registration with this website, your purchase of or attempt to purchase products through this website, and your communications with Christianbook.

**\*\*The arbitrator also has the sole authority to and shall address all claims or arguments concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.\*\***

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at **\*\*<https://www.adr.org/consumer>( <https://www.adr.org/consumer>)\*\***, by calling the AAA at 800-778-7879, or by writing to the Notice Address. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to: Bridget Timmins, Vice President, Executive Assistant to the President, P. O. Box 8000, 140 Summit Street, Peabody, MA 01961-8000. The AAA's address is: American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. You may also send a copy to the AAA online at **\*\*<https://www.adr.org/consumer>( <https://www.adr.org/consumer>)\*\***.

If you initiate an arbitration, Christianbook will reimburse you for any standard filing fee which may be required under the AAA Rules for claims under \$10,000. For claims over \$10,000, payment of such fees will be by a separate agreement between you and Christianbook. If we cannot agree on such payment, the arbitrator will decide how such fees should be paid and by whom. Each party shall be responsible for their own attorneys' fees except as provided by applicable law or the AAA Rules.

We are committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and Christianbook, will be decided by the arbitrator.

#### **\*\*4. PRIVACY AND SECURITY\*\***

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#### **\*\*5. PRODUCT DESCRIPTIONS\*\***

We work hard to be as accurate as possible. The products and services offered for sale or license through the use of this website contain descriptions that are provided by our suppliers, vendors, and licensors. We do not warrant or represent that such descriptions are complete and accurate. Errors will be corrected when discovered and we reserve the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted by you or an order confirmation has been sent by us). If a product offered by us is not as described, your sole remedy is to return it to us in unused condition. We also reserve the right to limit the order quantity on any item.

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The following are the terms and conditions applicable to your Christianbook gift card. Christianbook gift cards are issued by Christianbook, LLC. Your purchase, acceptance, and/or use of a Christianbook gift card constitutes your acceptance of these terms and conditions.

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The use of the gift card is limited to the balance of the funds held on the gift card. The full amount of each purchase, including taxes, will be deducted from the funds held on the gift card, up to the total balance of the funds available on the gift card. Any unused balance will be maintained in the recipient's gift card account and is not transferable. If you make a purchase through your gift card and there are insufficient funds held on the gift card to cover that purchase, you must pay the difference by a valid credit card or debit card or through PayPal, if you are a US customer. Your right to use the funds on the gift card is a limited right, subject to these terms and conditions and applicable law.

Gift cards do not expire. No fees apply to Gift Cards.

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Certain specific features, functions, and sections of this website and the purchase and license of products and services through the use of this website may be subject to additional posted terms including codes of conduct, governing the use of such features, functions, and sections, and the purchase of such products and services. These additional posted terms and conditions as exist at

the time of your use, registration, or purchase are expressly incorporated in this Agreement. To the extent there is a conflict between these additional posted terms and these Terms & Conditions, these Terms & Conditions will control to the fullest extent permitted by law.

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Our Returns Policy is available [\\*\\*\[here\]\( /page/info/faqs/return-policy\)\\*\\*](/page/info/faqs/return-policy).

Our Music Download Policy is available [\\*\\*\[here\]\( /page/info/faqs/downloads\)\\*\\*](/page/info/faqs/downloads).

Information about our Affiliate Program is available [\\*\\*\[here\]\( /page/affiliate-program\)\\*\\*](/page/affiliate-program).

Our Frequently Asked Questions (FAQ) feature is available [\\*\\*\[here\]\( /page/info/faqs\)\\*\\*](/page/info/faqs).

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Attn: Bridget Timmins

Vice President, Executive Assistant to the President

P. O. Box 8000, 140 Summit Street, Peabody, MA 01961-8000

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You understand that you have the absolute right to consult an attorney concerning any aspect of this Agreement, and that, by acknowledging your acceptance of these Terms & Conditions, you represent to Christianbook that you understand the requirements of this Agreement and agree to be bound by them.

**\*\*27. MISCELLANEOUS PROVISIONS\*\***

All terms, covenants, and conditions contained herein are severable and in the event any of them shall be held to be invalid, this Agreement shall be interpreted as if such invalid term, covenant, or condition were not contained herein. Headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement. Any failure by Christianbook to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of Christianbook to enforce the provision at any subsequent time. All orders are subject to acceptance at our headquarters in Massachusetts.