

IMPORTANT – PLEASE READ CAREFULLY

Terms & Conditions

The Terms & Conditions were last updated on July 31, 2024. The previous version of the Terms & Conditions can be found [here](#).

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2. MODIFICATIONS TO THIS AGREEMENT

These Terms & Conditions were last updated on Feb 24, 2020 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.

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 MATERIALS, PRODUCTS OR SERVICES SOLD, PROVIDED 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>, 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:

Christianbook, LLC
Attn: Vice-President – Internet Marketing
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>.

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.

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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 receipt, 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, receipt, 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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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.

Christianbook Giveback Program Terms

Effective Date: June 31, 2024

THE FOLLOWING PROGRAM TERMS GOVERN YOUR PARTICIPATION IN THE CHRISTIANBOOK GIVEBACK PROGRAM AVAILABLE AT CHRISTIANBOOK.COM (“SITE”) AND ALL PROGRAMS OFFERED THROUGH THE SITE, WHICH INCLUDES A MANDATORY INDIVIDUAL ARBITRATION REQUIREMENT AND DISCLAIMERS AND LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE SET FORTH BELOW.

ACCORDINGLY, PLEASE READ THESE TERMS CAREFULLY.

The access, and use of, and the purchase of products and services through, the Christianbook website located at Christianbook.com is subject to the Christianbook Terms and Conditions contained above.

1. **Program Terms.** These Program Terms (“Terms” or “Program Terms”) constitute the legally binding terms governing your use of the Site and the Christianbook Giveback Program (“Program”). Current program details may be obtained by contacting Christianbook at 855-GOCHURCH, emailing church@christianbook.com, or visiting our FAQs at <https://www.christianbook.com/page/info/faqs>.
 - 1.1. **Acceptance.** When you enroll in a Program, and each time you use or access the Site or Program, you signify your agreement with these Terms. If you do not agree to these Terms, you must discontinue using the Site and terminate your participation in the Program (as applicable). The Program is available to you by Christianbook, LLC (hereinafter “Christianbook”, “us”, “our” and “we”).
 - 1.2. **Updates to Terms.** We reserve the right to update or change these Terms at any time by posting the most current version of the Terms on the Site. We will provide notice of changes to the Terms by posting the new Terms on the Site with a new Effective Date shown. Such updates or changes may, without limitation, change, add, or eliminate Program benefits, features, terms and conditions, in whole or in part, at any time without notice or compensation, even though such actions may affect participation in the Program. All such updates or changes in the Terms shall be effective from the Effective Date set when it is posted on the Site or Program. Your continued use of the Site after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Site and Program.
 - 1.3. **Electronic Form.** By accessing the Site or enrolling in the Program, you consent to have these Terms and future communications provided to you in electronic form. You have the right to receive these Terms in non-electronic form at any time by contacting us online or send a letter and self-addressed stamped envelope to: Christianbook Giveback Program, 140 Summitt Street, Peabody, Massachusetts 01960.
2. **Participation**
 - 2.1. **Registration.** To participate in the Program, you must have an active Christianbook account. By registering in the Program, you agree to (i) provide true, accurate, current,

and complete information about yourself as prompted by the registration form, and (ii) maintain and properly update your account information to keep it true, accurate, current, and complete. If you provide information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to suspect that you have, or you violate these Terms, as determined in our sole discretion, we have the right to suspend or terminate your participation in the Program and refuse any and all current or future use of the Site and the Program (or any portion thereof). Registration is currently available only to U.S. residents residing in eligible states.

- 2.2. **Cancellation.** To change or cancel your participation in the Program at any time, you may contact us by sending an email to church@christianbook.com, calling us toll free at 855-GOCHURCH, or writing us at Christianbook Giveback Program, 140 Summit Street, Peabody, Massachusetts 01960.
- 2.3. **Reactivating a Cancelled Account.** If you cancel your participation in the Program but want to renew your participation, please contact church@christianbook.com for assistance.
- 2.4. **Termination.** We may suspend or terminate your participation in the Program and your access to the Site or the Program, in whole or in part, at any time, immediately and without notice if, at our sole discretion, you fail to comply with any of these Terms or engage in any conduct that we deem unacceptable in our sole discretion. Any order that is deemed a high-volume/reseller order, at our sole discretion, will not be eligible for Program benefits, and your participation in the Program may be suspended or terminated. In the event of suspension or termination, you are no longer authorized to access the Program, and the restrictions imposed on you with respect to any materials downloaded from the Site or the Program and the disclaimers and limitations of liabilities set forth in the Terms shall survive.

3. Use of the Site and Program.

- 3.1. **Access and Use.** Benefits are not for resale. You agree that you will not use this Site in any unlawful manner or in any manner that creates civil or criminal liability on the part of Christianbook or is otherwise harmful to Christianbook. You further agree that you will not use any automated devices, such as spiders, robots, or data-mining techniques, to catalog, download, store, or otherwise reproduce, store, or distribute content available on the Site, manipulate the Site or the Program, or otherwise exceed the limited access granted to you by us. You will take no action to interfere with, interrupt, destroy, or limit the functionality of the Site or any computer software or hardware or telecommunications equipment. You will not distribute or transmit any content or software or other computer files that contain a computer virus or other harmful component. Christianbook reserves the right in its sole discretion to prohibit any conduct, communications, content, or use of this Site, and to remove any content or communications, which in its sole discretion it finds objectionable or unacceptable in any manner.
- 3.2. **Age Requirements.** You must be at least 18 years old or the age of majority in your state of residence, whichever is older, to join and to use the Program.

4. **Indemnity/Release.** You understand that you are personally responsible for your behavior while on the Site and agree to indemnify and hold us and our affiliates, business partners, licensors, contractors, service providers, and their respective officers, directors, employees, and agents (collectively, “Covered Parties”), harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys’ fees) that any Covered Party may incur arising out of or related to any products or services purchased by you in connection with the Site or the Program and in connection with a third-party claim or otherwise, in relation to your use of the Program or access to the Site, or your violation of either these Terms, applicable law, or the rights of any third party or your negligent or wrongful conduct. *In connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction), which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”*

5. **Disclaimer of Warranties.** YOU UNDERSTAND THAT YOUR USE OF THE SITE AND PROGRAM (INCLUDING ANY DOWNLOADS OR ANY LOSS OF DATA OR OTHER DAMAGE TO YOUR COMPUTER SYSTEM YOU EXPERIENCE FROM USING THE SITE AND PROGRAM) IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT THE SITE AND PROGRAM AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITE OR PROGRAM, ARE PROVIDED ON AN “AS IS,” “WHERE IS,” AND “WHERE AVAILABLE” BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SITE OR PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND THAT WE DO NOT WARRANT THAT THE RESULTS OBTAINED FROM YOUR USE OF THE SITE OR PROGRAM WILL MEET YOUR EXPECTATIONS. NO WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, CAN MODIFY THE TERMS OF THE DISCLAIMER SET FORTH IN THIS DOCUMENT. YOUR USE AND BROWSING OF THE SITE IS AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SITE OR PROGRAM, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SITE AND PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SITE AND PROGRAM AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITE AND PROGRAM. WE RESERVE THE RIGHT TO ELIMINATE, ADD, CHANGE AND SUBSTITUTE BENEFITS AND PARTICIPATING VENDORS WITHOUT NOTICE TO YOU IN OUR SOLE DISCRETION.

ALL CONTENT, PRODUCTS, AND THIRD-PARTY PROGRAMS ON THE SITE, OR OBTAINED FROM A WEBSITE TO WHICH THE SITE IS LINKED, ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR THE MERCHANTABILITY OF ANY PRODUCT OR PROGRAM ACCESSED FROM THE SITE OR A LINKED SITE. OTHER THAN AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCE WILL WE OR ANY COVERED PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE OR A LINKED SITE, OR YOUR RELIANCE ON ANY PRODUCT OR PROGRAM OBTAINED FROM THE SITE OR A LINKED SITE.

6. **Liability Limitation.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY COVERED PARTIES BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA, OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR PROGRAMS, UNAUTHORIZED ACCESS TO AND TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF THE SITE OR THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS, AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. COVERED PARTIES ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS. IF ANY PART OF THESE WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR (AND THE COVERED PARTIES’) AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES SHALL NOT EXCEED TEN DOLLARS (\$10). THESE LIMITATIONS APPLY TO RESIDENTS OF THE STATE OF NEW JERSEY, AMONG OTHERS. SOME STATES DO NOT ALLOW FOR EXCLUSION OR LIMITATIONS OF IMPLIED WARRANTIES OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND OTHER LIMITATIONS ON DAMAGES AND SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
7. **Privacy Policy.** Your use of this Site and the Christianbook website is governed by and subject to the terms and conditions set out in the Christianbook Privacy Policy which is

incorporated herein by reference and which can be found by clicking “Privacy Policy” in the footer of this site or at by visiting <https://www.christianbook.com/page/info/privacy-notice>. By visiting this Site or the Christianbook website, entering the Christianbook Reward program, or purchasing or licensing products or services through the Christianbook website, you agree and consent to the Christianbook Privacy Policy, including the information collection, analysis, and usage practices it describes.

8. **Dispute Resolution.**

8.1. Agreement to Arbitrate Disputes. 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 SITE, ANY MATERIALS, PRODUCTS OR SERVICES SOLD, PROVIDED OR LICENSED THROUGH THIS SITE, 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 Site and the Christianbook Website, your participation in the Christianbook Rewards Program, your purchase or license of, or attempt to purchase or license, products or services through this Site and the Christianbook 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>, 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: Christianbook, LLC, Attn: Vice President – Internet Marketing, 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>.

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.

Notwithstanding the foregoing, to the extent the dispute arises from a violation of your or our intellectual property rights in any manner, both parties agree that the non-infringing party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court consistent with the subsections below, and both parties consent to exclusive jurisdiction and venue in such courts.

- 8.2. **Governing Law:** These Terms and all disputes between the parties will be governed in all respects by the laws of the Commonwealth of Massachusetts, consistent with the Federal Arbitration Act, without regard to any conflict-of-law provisions. Further, in any arbitration, both parties agree the arbitrator will honor claims of privilege and privacy recognized under Massachusetts law.
 - 8.3. **Enforcement of Arbitration Award:** The arbitrator's award will be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction.
 - 8.4. **Severability:** If any portion of this Dispute Resolution section (with the exception of the Waiver of Class Arbitration subsection) is deemed invalid or unenforceable by any arbitrator or court of competent jurisdiction, the invalid or unenforceable portion will be severed and removed from the Terms, and the remaining portions (including the Agreement to Arbitrate Disputes subsection) will remain binding on you and us. If any arbitrator deems the Waiver of Class Arbitration subsection to be invalid or unenforceable, then the entire Agreement to Arbitrate Disputes subsection will be null and void. Under such circumstances, you expressly acknowledge and agree that the Governing Law and Jurisdiction subsections apply to any disputes between you and us, and both parties consent to exclusive jurisdiction and venue in such courts.
 - 8.5. **Jurisdiction:** If, in any dispute, this subsection is determined to be invalid or unenforceable, notwithstanding the Severability subsection above, or null and void by any arbitrator or court of competent jurisdiction, or if the dispute seeks injunctive remedies arising from a violation of your or our intellectual property rights, the dispute must be resolved by a state or federal court located in Essex or Suffolk County, Massachusetts, USA. The parties agree to submit to the personal jurisdiction of such Massachusetts state or federal courts for the purposes of litigating any such dispute. This subsection does not apply disputes made in small claims court.
9. **Miscellaneous.** These Terms and policies incorporated herein are the entire agreement between you and us and supersede any and all prior or contemporaneous agreements between you and us relating to your use of the Site or the Program. If any part of these Terms is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect. Our failure to partially or fully exercise any rights, shall not prevent our subsequent exercise of such right or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms.

Our rights and remedies under these Terms and any other applicable agreement between you and us shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.