## Introduction

Please review these terms and conditions, which govern your use of Lowes.com ([https://www.lowes.com](https://www.lowes.com/)), the Lowe’s Personal and PRO Accounts and related services, and any mobile applications, such as the Lowe's applications available on your iPhone or Android, and any other site on which these terms and conditions appear (collectively, the "Site" or "Sites"). Your use of any of the Sites constitutes your unconditional agreement to be bound by these terms and conditions, and the Privacy and Security Statement (collectively, the "Terms"). The Sites are provided by Lowe's Home Centers, LLC. ("Lowe's") as a service to its customers, unless specifically provided otherwise on a Site. The Terms inure to the benefit of Lowe's and its parent, subsidiaries and affiliates.

## Your Use of the Site

Your use of the Site constitutes your acceptance of the Terms. By accepting the Terms through your use of the Site, you certify that you are either (i) 18 years of age or older or (ii) you are at least 13 years of age and are using the Site under the supervision of a parent or legal guardian who has agreed to be bound by these Terms on your behalf. **If you are under the age of 13, you are not permitted to use the Site.** If you are a parent or legal guardian who has agreed to be bound by these Terms on behalf of a child between the ages of 13 and 18, you agree to be fully responsible for such child's use of the Site, including all financial charges and legal liability that such child may incur.

Pursuant to 47 U.S.C. § 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software and filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such control protections is available on the websites [GetNetWise](https://www.getnetwise.org/) (https://www.getnetwise.org) and [OnGuardOnline](https://onguardonline.gov/) (https://onguardonline.gov).

You agree that you will not do any of the following (collectively, the “Code of Conduct”):

* Restrict or inhibit any other visitor from using the Site, including, without limitation, by means of “hacking” or defacing any portion of the Site
* Use the Site or content on or from the Site for any unlawful purpose
* Express or imply that any statement you make is endorsed by Lowe's or its subsidiary, parent or affiliate companies
* Submit data or information to or otherwise transmit material through the Site that is (i) copyrighted, protected by trade secret or otherwise subject to third-party proprietary or intellectual property rights, including privacy and publicity rights, unless you are the lawful owner of such rights or have permission from the rightful owner to submit or transmit such data or information; (ii) is unlawful, obscene, defamatory, libelous, threatening, fraudulent, abusive, pornographic, harassing or encourages conduct that would be considered a criminal offense, or does or would give rise to civil liability or violate any law, rule or regulation, or is otherwise objectionable or infringes Lowe's or any third party's intellectual property rights or other rights; (iii) is intended to victimize, harass, degrade or intimidate an individual or group of individuals on the basis of age, disability, ethnicity, gender, race, religion or sexual orientation; or (iv) is nonpublic information about a company or individual without the express written authorization to do so
* Engage in spamming, flooding, phishing or other activity intended to gather information unlawfully
* Transmit any software or other materials that contain any harmful or malicious code, including, without limitation, viruses, worms, time bombs, date bombs, trojan horses and defects
* Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site
* Remove any copyright, trademark or other notices of proprietary rights contained on the Site
* "Frame" or "mirror" any part of the Site without Lowe's prior written authorization
* Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents
* Harvest or collect information about Site visitors
* Take any action that imposes an unreasonable or disproportionately large load on Lowe's infrastructure
* Use the Site for any reseller activities. Reseller activities include (i) purchasing products for the purpose of reselling those products through any channel to downstream customers; (ii) placing orders on behalf of other persons for commercial purposes; and (iii) extracting, scraping, mining, copying or otherwise gathering information from the Site in connection with your sale or another party’s sale of products (whether purchased from Lowe’s or another seller) through any channel to downstream customers. Purchasing a product that will be used or consumed as part of a home improvement or construction project performed for another person does not constitute a reseller activity

## Placing Your Orders on the Site

* All billing and registration information provided by you must be accurate, complete and correct. Submitting inaccurate, incomplete or incorrect information constitutes a breach of the Terms. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the items, products and/or services that you have requested.
* Lowe’s and its affiliates and subsidiaries reserve the right, at their sole discretion, to (i) refuse service and to terminate accounts if Lowe’s believes in its sole discretion that customer conduct violates applicable law or the Terms, is harmful to the interests of Lowe’s, its subsidiaries or its affiliates or for any other reason; (ii) limit the quantity of items purchased per person, per account, per household and per order as determined in their sole discretion; and (iii) refuse or cancel any order you place. These restrictions may be applied to the same account, same credit card and/or the same billing and/or shipping address.
* Lowe’s acknowledgment of an order signifies that we received your order request, but it does not constitute acceptance of your order or a promise to fulfill your order. We strive to provide accurate information on the Site, but we cannot and do not guarantee the accuracy of all information about items on the Site. You understand that information about items on the Site, including, without limitation, price, availability, specifications and images, may be incomplete or inaccurate. If we determine that information about an item you ordered is inaccurate or incomplete, we reserve the right to cancel that order and refund any applicable charges. Any canceled order placed using a Lowe’s Gift Card will have a refund card mailed to the address listed within the billing address line of the online order.
* All items and products purchased through the Site are made pursuant to a shipment contract. The risk of loss and title for such titles pass to you upon Lowe’s delivery of the items or products to the carrier.
* If you wish to purchase products or services described on the Site, you will be asked to supply certain information applicable to your purchase, including, without limitation, credit card and other information. Your Account will provide you a location to store your information and allow you to make a future purchase without reentering information. You agree to pay all charges incurred by you and any users of your account and your credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. The amount of tax displayed when you check out is an estimate and may be updated at the time your card is charged in accordance with our billing policy.
* Tools, products, materials, techniques, building codes and local regulations change; therefore, Lowe's assumes no liability for omissions, errors or the outcome of any project. The reader must always exercise reasonable caution, follow current codes and regulations that may apply, and is urged to consult with a licensed professional if in doubt about any procedures.

## Information Posted on the Site

The information and materials on the Site (the “Materials”) are provided for your review in accordance with the Terms. However, the Materials do not necessarily reflect the opinions of Lowe’s or any of its affiliates, subsidiaries or agents.

At Lowe's, we carry the Brand Names You Know and Trust™. Unless indicated otherwise, most products and services displayed on the Site are available directly from or through Lowe's, its subsidiaries or its affiliates. Lowe's endeavors to display and describe its products and services accurately on the Site. Lowe's is also improving its products and services, and may update the Materials displayed on the Site at any time and without notice.

Lowe's cannot and does not guarantee the accuracy or completeness of the Materials displayed on the Site, including, without limitation, prices, product images, specifications, dimensions, availability and services. The Materials may contain technical inaccuracies and typographical errors. Products and services are the responsibility of the manufacturer and service provider, respectively and subject to the warranties offered by such manufacturer or service provider.

## Copyrights, Trademarks and Patents

All software and content on the Site, such as text, graphics, logos, button icons, images, audio clips, video clips and software, is owned or licensed by Lowe's, or its software, and content suppliers and licensors. Such software and content is protected by United States and international copyright laws.

The compilation (meaning the collection, arrangement and assembly) of all content on the Site is the exclusive property of Lowe's and protected by applicable copyright laws.

Lowe's grants you permission to view and use content and software made available to you on the Site in connection with your use of the Site only. Any other use, including, without limitation, the reproduction, modification, distribution, transmission, republication, display or performance, of the content or software on the Site is strictly prohibited. Lowe’s and its affiliates, subsidiaries, suppliers and licensors expressly reserve all intellectual property rights in all text, products, technology, content and all other material that appears on the Site. Accessing the Site does not confer and shall not be construed as conferring on you or anyone else any license to Lowe's or any third party's intellectual property rights.

The Site may contain additional proprietary notices and copyright information, the terms of which must be observed and followed.

The names, trade names, logos, service marks, trademarks and trade dress (collectively, "Trademarks") on the Site are registered and unregistered trademarks of LF, LLC, and other parties. Use of the Site in no way grants any license or right to use any Trademark displayed on the Site. LF, LLC, requires prior written approval for the use of the "Lowe's and New Gable Mansard Design®" (Lowe's logo) or any other LF, LLC Trademarks, as part of a link to or from any website. LF, LLC, also requires prior written approval to use the Lowe's logo, Lowe's name and any other LF, LLC marks in any form of advertising or any other public use. One or more patents may apply to the Site, including, without limitation: US Patent Nos. 5,528,490; 5,761,649; 5,930,474; 7,908,173; and 7,908,176.

## Links to Other Sites

The Site may contain links to other websites so that you can learn more about the products available on the Site and have access to other information. These links are provided to you only as a convenience, and their presence on the Site does not imply endorsement by Lowe’s or its affiliates or subsidiaries of such website or of any association with such websites’ operators.

You agree that Lowe’s and its affiliates and subsidiaries are in no way responsible or liable for the availability or content of the websites to which the Site is linked. Lowe’s and its affiliates and subsidiaries make no representations whatsoever about any other website you may access through the Site.

Any concerns regarding products or services offered by a website to which the Site is linked or the link itself should be directed to the operator of that specific website and not the Site.

We strongly encourage you to become familiar with the terms of service and/or terms of use and practices of any linked website. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of items, such as viruses, worms, trojan horses, defects, time bombs, date bombs and other items of a harmful nature.

## Online Design Tools

Lowe’s may provide on this Site, or provide links from this Site, to certain microsites, webpages, applications or other digital tools that may be used to develop or design home improvement projects, including, without limitation, kitchen design tools, deck planner tools and cabinet design tools (each a “Design Tool”). Design Tools are for personal, noncommercial use only. Depending on the Design Tool, it may be operated by Lowe’s or its affiliates, or on behalf of Lowe’s or its affiliates by a third party. Design Tools operated by third parties may be subject to additional terms and conditions provided by that third party.

When you use a Design Tool, you acknowledge and agree that the Design Tool is for illustrative purposes only, and should not be deemed to constitute, or be used as, final plans, specifications, details or designs for your project. Before starting a project or purchasing any materials, you should independently verify the accuracy, suitability, completeness, safety and legal compliance of any plan developed using a Design Tool, and, where appropriate, consult with a Lowe’s associate or other qualified professional for additional perspective. Use of a Design Tool should only serve as a basis for seeking further professional advice.

WITHOUT LIMITING ANY OTHER PROVISION IN THESE TERMS, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW LOWE’S HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS PERTAINING TO THE USE, ACCURACY, SUITABILITY, COMPLETENESS, SAFETY AND LEGAL COMPLIANCE OF ALL, OR ANY PORTION, OF ANY DESIGN, PLAN, SPECIFICATIONS, DETAILS OR DESIGNS DEVELOPED THROUGH, IN PART OR IN WHOLE, THE USE OF A DESIGN TOOL, INCLUDING, WITHOUT LIMITATION, COLOR, MEASUREMENTS, DIMENSIONS, MATERIALS, WEIGHT, ENERGY SOURCE, ENERGY CONSUMPTION OR OTHERWISE. YOU AGREE THAT LOWE’S AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR LIABILITIES OF ANY KIND ARISING FROM, OR RELATED TO, YOUR USE OF A DESIGN TOOL OR ANY PROJECT IMPLEMENTED BASED ON THE USE OF A DESIGN TOOL.

## User-Generated Content

As part of your use of the Site, you may be able to provide comments, feedback, reviews, text and ideas; send messages to Lowe’s and other users of the Site; post media, such as photos and videos; and submit other forms of content (collectively, “Content”) to the Site. You agree that Content may be viewed by the general public and you do not and shall not consider such Content to be private, proprietary or confidential. You grant Lowe’s and its affiliates, licensees and sublicensees, without any compensation of any kind to you or others, a worldwide, perpetual, irrevocable license to copy, adapt, create derivative works of, reproduce, incorporate, distribute, modify, publicly display and otherwise use in any way such Content in any format or media (“Content License”). You may not revoke Content for any reason at any time. You agree that any Content you submit may appear on sites other than the site through which you submitted your Content, e.g., Content submitted to Lowes.com may appear on Lowes.ca and/or the website of an entity affiliated with Lowe’s. You waive, release and agree not to assert any and all moral rights that you may have in any Content submitted by you to the Site. You agree that Lowe’s may use submitted Content in any manner that Lowe’s deems appropriate or necessary in its sole discretion. Lowe’s and its affiliates reserve the right to edit, modify, abridge or otherwise change any Content you or others submit in their sole discretion.

You agree that you will not use a false or misleading email address, impersonate another person or entity, or otherwise mislead with respect to the origin of any Content you submit, including, without limitation, comments and feedback you submit to the Site. You agree that Lowe’s is not responsible for any Content that you submit to the Site.

By submitting any Content to the Site, you warrant and represent that you have the right to use such Content and have the right to permit Lowe’s and its affiliates, licensees and sublicensees to use such Content in accordance with the terms of the Content License. You agree not to submit any Content that is owned by someone other than you. You agree not to submit any Content that contains the name, image, likeness or voice of anyone other than yourself without first obtaining permission to submit such Content and to grant the Content License to Lowe’s.

If you identify yourself by name in Content you submit or submit Content that contains an image or audio or video recording of yourself, you authorize Lowe’s and its affiliates, licensees and sublicensees, without compensation of any kind to you or anyone else, to reproduce, print, publish, translate, modify, edit and disseminate, in any format or media now or hereafter created, your name and such images and recordings in any way Lowe’s deems appropriate, in its sole discretion, throughout the world. Such authorization is and shall be perpetual and cannot be revoked by you for any reason.

Lowe’s does not guarantee that Content you or others submit will be posted to the Site or become publicly available, and Lowe’s does not guarantee that Content posted to the Site will not be offensive, defamatory or otherwise objectionable. Lowe’s reserves the right to remove any Content from the Site without notice and in Lowe’s sole discretion; however, you acknowledge and agree that Lowe’s is under no obligation to you to police, monitor or remove Content, and Lowe’s makes no guarantee with respect to the completeness, accuracy, integrity or quality of Content submitted to the Site.

## Digital Millennium Copyright Act

**Claims of Copyright Infringement.** It is our policy to restrict access privileges of those who repeatedly infringe the copyrights of others. If you believe any materials accessible on or from the site (including content submitted by other users) infringe your copyrights, you may request removal of those materials, or access thereto, by submitting a notification pursuant to the Digital Millennium Copyright Act (the “DMCA”) to Lowe’s designated Copyright Agent (identified below), which sets forth the following information:

* Identification of the copyrighted work you believe to be infringed. Please describe the work and, where possible, include a copy or the location, e.g., URL, of an authorized version of the work
* Identification of the material that you claim to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Lowe’s to locate the material
* Your name, address, telephone number and, if available, email address
* A statement that you have a good faith belief that the use of the materials is not authorized by the copyright owner, its agent or the law
* A statement that the information you have supplied is accurate and indicating that “under penalty of perjury” you are the copyright owner or are authorized to act on the copyright owner’s behalf
* A physical or electronic signature of the copyright holder or authorized representative

The Copyright Agent designated by Lowe’s to receive notifications of claimed infringement is:

DMCA Notices

c/o Compliance Department

Lowe’s Companies, Inc.

1000 Lowe’s Boulevard

Mooresville, NC 28117

704-758-2921

DMCANotice@taskforce.info

* Only DMCA notices should go to the Copyright Agent. Any other feedback, comments, requests for technical support and other communications should be directed to Lowe’s customer care at the contact information listed under “Contact Us.”

You acknowledge that if you fail to comply with all of the instructions above, your DMCA notice may not be valid.

**Reinstatement Process.** If your submitted materials were removed or the access thereof has been disabled and you believe that such materials are not infringing or that you have authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the content in your submitted materials, you may send a counter-notice containing the following information to Lowe’s designated Copyright Agent:

* Your original or electronic signature
* Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled
* A statement "under penalty of perjury" by you that you have a good faith belief that the content was removed or disabled as a result of a mistake or misidentification of the content
* Your name, address, telephone number and, if available, email address; a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is located outside of the United States, for any judicial district in which Lowe’s is located; and that you will accept service of process from the person who provided the original notification of infringement or an agent of such person
* If a counter-notice is received by the Copyright Agent, Lowe’s may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it within ten (10) business days. Unless Lowe’s Copyright Agent receives notice from the person who submitted the DMCA notice that the copyright owner has filed an action seeking a court order to restrain the relevant user from engaging in infringing activity relating to the materials submitted to the site or Lowe’s system or network, Lowe’s may replace or restore access to the relevant content in ten (10) to fourteen (14) business days after receipt of the counter-notice, at Lowe’s sole discretion

## Disclaimer of Warranties and Limitation of Liability

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SITE AND THE INTERNET IN GENERAL. THE SITE IS PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, LOWE'S, ALL OF LOWE'S SUBSIDIARY, PARENT OR RELATED COMPANIES, CALL CENTERS AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LOWE'S AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS AND REPRESENTATIVES DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT BY LOWE'S OR LOWE'S LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT LOWE'S SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR: (1) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVERS ON WHICH THE SITE IS HOSTED AND/OR ON WHICH ANY OF YOUR PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (2) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; AND/OR (3) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A HARMFUL NATURE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY A THIRD PARTY. LOWE'S DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY HYPERLINKED SITE. YOU AGREE THAT LOWE'S AND ITS AFFILIATES, PARENTS AND SUBSIDIARIES WILL NOT BE RESPONSIBLE OR LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES AND DAMAGES RESULTING FROM THE LOSS OF USE, DATA, PROFITS OR BUSINESS INTERRUPTION ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE. THIS ALSO INCLUDES DELAYS IN BEING ABLE TO USE THE SITE, THE INABILITY TO USE THE SITE, OR ANY PORTION THEREOF, OR ANY HYPERLINKED WEBSITE, WHETHER BASED ON TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LOWE'S AND/OR ITS SUBSIDIARIES AND AFFILIATES WERE AWARE OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This disclaimer does not apply to intentional or wanton acts on the part of Lowe's. This disclaimer constitutes an essential part of these terms.

You should use your best judgment and exercise caution where appropriate. Your use of the site and any materials provided through the site are entirely at your own risk.

## Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS LOWE'S AND ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, ATTORNEYS, ASSIGNS, SUCCESSORS-IN-INTEREST, CONTRACTORS, VENDORS, SUPPLIERS, LICENSORS, LICENSEES AND SUBLICENSEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OTHER EXPENSES THAT ARISE DIRECTLY OR INDIRECTLY OUT OF OR FROM: (1) YOUR ACTUAL OR ALLEGED BREACH OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, THE CODE OF CONDUCT; (2) ANY ALLEGATION THAT ANY CONTENT OR OTHER MATERIAL YOU HAVE SUBMITTED OR TRANSMITTED TO THE SITE INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE THE COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY PARTY; AND/OR (3) YOUR ACTIVITIES OR OMISSIONS IN CONNECTION WITH THE SITE.

## Dispute Resolution

Your use of the Site is unauthorized in any jurisdiction that does not give full effect to all provisions of the Terms. Lowe’s makes no representation or warranty that Materials and Content on the Site are appropriate or available for use in any particular jurisdiction. Your use of the Site is unauthorized in any jurisdiction that does not give full effect to all provisions of the Terms, and you agree not to access this Site in any jurisdiction where all or any portion of the Site violates any legal requirements. You are responsible for complying with all applicable laws. Any use in contravention of any provision of the Terms is at your own risk.

**Choice of Law, Jurisdiction and Venue:**

* You agree that this agreement and your use of the Site will be governed by the laws of the state of North Carolina. By using the Site, you consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Charlotte, North Carolina, in all disputes (i) arising out of, relating to or concerning this agreement, the Site and your use thereof; (ii) in which the Site and/or this agreement is an issue or a material fact; or (iii) in which the Site or this agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization.

**Waiver of Rights:**

* YOU AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ANY CLAIMS FOR PUNITIVE OR EXEMPLARY DAMAGES AND ANY RIGHT TO PURSUE CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, WHICH RELATE IN ANY WAY TO THE SITE OR THIS AGREEMENT.

**Arbitration: Please read this section carefully because it affects rights that you might otherwise have. It provides for resolution of most disputes through arbitration instead of court proceedings.**

* **Arbitration is different than court. There is no judge or jury, but the arbitrator can award damages. Arbitration is final, binding and subject to only limited review by a court. By using the Site, you agree to give up your right to a trial in court except for certain small claims as described below.**
* You agree that this arbitration section shall survive termination of this agreement. This section shall be broadly interpreted to encompass all disputes or claims arising out of or relating to your use of the Site. Any dispute or claim made by you against Lowe's or against any of Lowe's subsidiary, parent or affiliated companies arising out of or related to your use of the Site, whether based on contract, statute, tort, fraud, misrepresentation or any other legal theory, will be resolved by binding arbitration, except that you may take claims to small claims court if they qualify for hearing by such court.
* You must first present any claim or dispute to Lowe’s by contacting the customer care center to allow Lowe’s the opportunity to resolve any dispute. You may request arbitration if your dispute cannot be resolved within sixty (60) days. The arbitration of any dispute or claim shall be conducted with the rules of a Nationwide Arbitration Organization as modified by this agreement. You and Lowe’s agree that this agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the US Federal Arbitration Act and federal arbitration law. Any such arbitration shall be brought and held in Charlotte, North Carolina, and will be conducted in the English language. An arbitrator may not (i) award relief in excess of or contrary to what this agreement provides; (ii) order consolidation or arbitration on a classwide or representative basis; or (iii) award punitive damages or any other damages aside from the prevailing party’s actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying those rules applicable to large and/or complex cases, the arbitrators may also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the selected arbitrator’s rules.
* Any arbitration shall be confidential, and neither you nor Lowe’s may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. The decisions of the arbitrators shall be binding and conclusive upon all parties involved, and any judgment or decision on any arbitration may be entered in and specifically enforced in any court having proper jurisdiction.
* If any portion of this section is determined by a court to be inapplicable or invalid, then the remainder shall be given full force and effect.
* Unless an applicable statute expressly permits awarding attorney's fees to the prevailing party, all administrative fees and expenses of arbitration will be divided equally between you and Lowe's. Each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at any arbitration hearing.

## Changes to the Terms

**You agree that Lowe’s may change, terminate, modify, add, end or delete any of these the terms and conditions (including, without limitation, the Terms) under which the Site is offered at any time and without notice to you.**

**Lowe’s, in its sole and absolute discretion, reserves the right to change, terminate, modify, add, end or delete any of these Terms, the Additional Terms (including for both PRO and Personal Accounts), any Program or any subprograms, benefits, special offers or rewards, in whole or in part, at any time with or without notice.** Any changes or modifications will be effective immediately upon posting the revisions to <https://www.lowes.com/l/terms-and-conditions-of-use.html>, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use or participation constitutes your agreement to any changes or modifications.

## Miscellaneous

You agree that Lowe’s may assign all or part of this agreement without such assignment being considered a change to the agreement and without providing notice to you. You agree that Lowe’s will be released from all liability upon assignment. The assignee shall have the same rights and obligations as the assignor.

You agree that information related to your use of the Site may be subject to legal process. Information and data that you submit to Lowe’s through the Site may be subject to legal process (e.g., a subpoena) by Lowe’s or a third party or government entity, even if that information has been deleted and only exists in backup form. You acknowledge and understand that Lowe’s will comply with all applicable legal obligations in making such information available pursuant to valid legal process. You acknowledge and agree that Lowe’s may have no obligation to give you notice of any legal process that may result in any information related to your use of the site being produced, discovered or otherwise disclosed.

Lowe’s performance of these Terms and any other policy contained on the Site is subject to existing and future laws and legal process. Nothing in these Terms is in derogation of Lowe’s right to comply with law enforcement requests or requirements relating to your use of the Site or information given to or gathered by Lowe’s with respect to such use.

You agree that no joint venture, partnership, employment or agency relationship exists between you and service providers or suppliers, or you and Lowe’s as a result of these Terms or your use of the Site.

Any rights not expressly granted to you herein are reserved by and to Lowe’s, its affiliates, subsidiaries and licensors, and other third parties.

The Terms and the applicable terms of sale constitute the entire agreement between you and Lowe’s with respect to the subject matter thereof. This agreement supersedes all prior or contemporaneous communications and proposals, whether written, oral or electronic, between you and Lowe’s with respect to the Site. No modification of the Terms shall be effective unless such modification is authored by Lowe’s or it is physically signed in blue ink by an executive officer of Lowe’s.

Any actual or alleged waiver by Lowe’s of any actual or alleged breach of the Terms by you shall not be deemed to be a waiver of any future breach.

A printed version of this agreement and/or any notice given by Lowe’s in electronic form shall be admissible in judicial and administrative proceedings based upon or relating to this agreement or your use of the Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by Lowe’s in printed form.

If any part of these Terms is found to be invalid or unenforceable under applicable law, you agree that the invalid or unenforceable provision will be superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue to govern your use of the Site.

## Additional Terms and Conditions for Personal and PRO Registered Users

You can register as either a Personal or PRO user of the Site and become a registered user (a “**Registered User**”). A single email address can be associated with either a Personal Account or a PRO Account but not both (Personal Accounts and PRO Accounts are collectively and individually “Accounts”). Becoming a Registered User gives you access to additional services, benefits, promotions and functionalities available on the Site or in store (collectively, “Registered Services”), which vary depending on whether you have a Personal Account or a PRO Account.

**Registration and Applicable Terms.** You can become a Registered User with a PRO Account by registering on the Site. By creating or using a PRO Account, you consent to and agree to be bound by the Terms, these Additional Terms and Conditions for Registered Users, the Additional Terms and Conditions for PRO Accounts (including any Loyalty Programs and Subprograms) and Lowe’s Privacy Statement (<https://www.lowes.com/l/privacy-and-security-statement.html>) (collectively “**PRO Terms**”).

You can become a Registered User with a Personal Account by registering with the Site. When you create a Personal Account, you will be registered for a new MyLowe’s account, or if you create your Personal Account with the information associated with a preexisting MyLowe’s account, that preexisting MyLowe’s account will be linked to your Personal Account. Registered Users with a Personal Account may also request a MyLowe’s Card with a unique identifying number (a “**MyLowe’s Card**”). By creating or using a Personal Account, you consent to and agree to be bound by the Terms, these Additional Terms and Conditions for Registered Users, the Additional Terms and Conditions for Personal Accounts and Lowe’s Privacy Statement (<https://www.lowes.com/l/privacy-and-security-statement.html>) (collectively “**Personal Terms**”) (“PRO Terms” and “Personal Terms” are collectively and individually “**Additional Terms**”). If you do not agree with any of the Additional Terms, you must discontinue use of the Registered Services.

**Username and Password.** As part of the registration process, you will be asked to select a username and password. Lowe’s may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive or may cause confusion, as determined by us in our sole discretion. You agree not to transfer, resell, share, allow unauthorized persons to use or otherwise facilitate access to or use of the Site through your Account. If you have reason to believe that your Account is no longer secure, you must promptly change your password on your Account and immediately notify Lowe’s of the problem by contacting Lowe’s customer care at 800-445-6937. You are entirely responsible for maintaining the confidentiality of your username and password, and any and all activities (including purchases) that are conducted through your account.

**Communications From Lowe’s.** By becoming a Registered User, you agree and opt in to receive general and targeted advertising, marketing materials and other communications, including mail, email, SMS, other computer electronic messaging or other means from Lowe’s and its subsidiaries and affiliates.

**Privacy; Financial Incentives.** We may provide price discounts, coupons, services and other perks for (1) Account holders and members of our loyalty programs; (2) military and other discount holders; (3) members of our mailing and email list; and (4) customers who have signed up for our Lowe’s private labeled credit cards (collectively “**Programs**”). When you opt in to our Programs, you acknowledge and consent to the financial incentives outlined under these Additional Terms. You also consent to Lowe’s collection, use and disclosure of your personal information (e.g., names, emails, phone numbers, address, online activities, transaction history, etc.) pursuant to the [Lowe’s Privacy Statement](https://www.lowes.com/l/privacy-and-security-statement.html) when you opt in to our Programs. Lowe’s may use the information to identify you, to provide you with tailored products and services, and to enhance our relationship with you. You acknowledge that you understand there is no obligation to opt in to our Programs and consumers may opt out at any time.

**Submissions.** As a Registered User, you may be able to upload information or data to your Account. The information or data you upload or enter into your Account is called “Submissions.” Lowe’s reserves the right to monitor any Submissions, but Lowe’s is under no legal obligation to do so.

**Your Submissions.**

* For any Submissions that are covered by any intellectual property rights (“IP Content”), you grant Lowe’s a nonexclusive, perpetual, transferable, sublicensable, royalty-free, worldwide license to use those Submissions (“IP License”) as Lowe’s sees fit in its sole discretion.
* The IP License ends when you delete your IP Content from your Account, unless your IP Content has already been used outside your Account or shared with others and they have not deleted it.
* You understand and agree that deleted IP Content may persist in backup copies of your Account, but deleted IP Content will not be available for your use or review from your Account once it has been deleted.
* You agree that Lowe’s, its affiliates and agents may use your name, email address, telephone number, MyLowe’s Card and/or other Account information to access, review, edit and modify your Submissions, Tracked Purchases (defined in the Personal Account and PRO Account specific sections below) and other information associated with your Account.

**Deactivation of Your Account.** Lowe’s reserves the right in its sole discretion to remove or delete any or all material from your Account or the Site at any time. Lowe’s may also deactivate your Account for any reason and in its sole discretion. Deactivation of your Account for any reason, including at your request or as a result of Account inactivity, may result in all data and information uploaded or submitted by you or by Lowe’s, regardless of source, no longer being accessible to you, even if you decide to open a new Account. You acknowledge and agree that, except to the extent required by law, Lowe’s has no obligation to make a copy, electronic or otherwise, of your Submissions, Tracked Purchases or purchase history available to you at any time, including, without limitation, upon deactivation of your Account for any reason.

**Changing Account Types.** You may change your Account from Personal to PRO at any time. Changing from a Personal to a PRO Account is not reversible and will result in the loss of any benefits unique to Personal Accounts and any data associated with your Account, including MyLowe’s data, purchase history, and personal addresses among other things.

**Termination of Service.** Lowe’s reserves the right to terminate your access to and use of the MyLowe’s program, Lowe’s For Pros Loyalty Program, your Account and the Registered Services, or any portion thereof, without liability, at any time and for any reason, with or without cause, and without notice to you. You may choose to deactivate your membership at any time by contacting Lowe’s at 844-LOW4PRO.

Upon deactivation of your Account or termination of the MyLowe’s program, the Lowe’s For Pros Loyalty Program or the Registered Services or upon your violation of the Additional Terms or the Terms, your right to use the Site and any portions of the Site, including Registered Services, will immediately cease.

**Changes to the Additional Terms.** Lowe’s may update, change, terminate, modify, add, end or delete the Additional Terms, your Account or the Site at any time without notice. You agree to any updates, changes, or modifications to the Additional Terms by continuing to use your Account and the Registered Services.

## Additional Terms and Conditions for Personal Accounts

**Personal Accounts.** A Personal Account may be required to obtain and use certain Site features, programs and benefits, including, but not limited to, Lowe’s Military Discount, Subscriptions, certain Installation Services offered through the Site and MyLowe’s benefits.

Programs and benefits offered to Registered Users are subject to conditions and may be modified by Lowe’s in its sole discretion.

**MyLowe’s Tracked Purchases.** Purchases made online while logged into your Personal Account will allow Lowe’s to register and record your purchases for you, giving you access to product descriptions, quantity purchased, price, date of purchase and additional information. If you use your MyLowe’s Card while purchasing items in a Lowe’s store, information from that transaction will also be added to your Account.

**MyLowe’s Is Intended Only for US Residents.** The MyLowe’s program is solely directed to individuals residing in the United States. Lowe’s makes no representations that MyLowe’s and any content or functionality available through MyLowe’s and its associated features are appropriate or available for use in other locations. Those who choose to access the Site or MyLowe’s from other locations do so on their own initiative and at their own risk and are responsible for complying with local laws, to the extent they are applicable.

## Additional Terms and Conditions for PRO Accounts and Lowe’s For Pros Loyalty Program

**PRO Account Specific Benefits.** A PRO Account may be required to obtain and use certain site features, programs and benefits, including, but not limited to, the Lowe’s For Pros Loyalty Program, Bulk Purchasing and Pro Exclusive Pricing. By creating or using a PRO Account, you are joining the Lowe’s For Pros Loyalty Program (“**Loyalty Program**”).

Please note that certain benefits that are available to Personal Accounts are not available to PRO Accounts. Converting a Personal Account into a PRO Account will result in the loss of certain benefits exclusive to Personal Accounts, including Military Discount, Subscriptions and MyLowe’s features, and any other benefits unique to Personal Accounts.

These PRO Terms do not alter the terms and conditions of any other agreement you may have with Lowe’s for other products and services.

**PRO Accounts.** PRO Accounts must be registered under a business name (the “**Organization**”). An individual may create a single account for an Organization and invite others to create additional user accounts as part of the Organization. To have multiple users under a single Organization account, you must invite those users to register using the email link or code provided through your PRO Account. A credit or debit card can only be registered to the Loyalty Program for one Organization. All Registered Tender belongs to the Organization and not the person registering the card.

By creating a PRO Account, you represent and warrant to Lowe’s that you are fully authorized to create and manage that Account on behalf of the company associated with that Account.

**PRO Account Eligibility.** PRO Accounts are available only to commercial customers in the United States. Personal use is prohibited. Commercial customers with a National Account contract, who participate in a cooperative purchasing program or receive other managed account discounts or rebates with Lowe’s, and Government customers may not be eligible for certain benefits of PRO Accounts including the Loyalty Program.

**Termination or Suspension of Your Account or the Loyalty Program.** Upon deactivation of your PRO Account or termination of the Loyalty Program, or upon your violation of these Additional Terms, your right to have an Account or receive any benefits or otherwise participate in the Loyalty Program will immediately cease to the extent permitted by laws and regulations. Notwithstanding the foregoing, unless Lowe’s terminates your PRO Account for cause, you will receive any reward earned up to the date of deactivation or termination, unless the reward terms specifically provide otherwise. “For cause” includes, without limitation, your fraud, abuse or violation of any PRO Terms in Lowe’s sole and absolute discretion.

Upon suspension of your PRO Account, you will not receive or accrue any benefits, and any purchases made during a suspension will not accrue as Qualifying Purchases, as defined below, for any subprogram.

**Miscellaneous.**

* PRO Accounts and the Loyalty Program are not available and each is void where prohibited by federal, state or local law.
* Fraud or abuse of any kind as determined by Lowe’s in its sole and absolute discretion may result in termination of your PRO Account, and/or you participation in the Loyalty Program or any subprogram, in Lowe’s sole and absolute discretion.
* Unless expressly provided therein, the PRO Account, the Loyalty Program or any subprogram offers and benefits cannot be combined with any (i) other promotion, discount, markdown, coupon, rebate or offer including any Lowe's volume or special discount programs (such as, but not limited to, Contractor Packs™, Buy in Bulk, Quote Support Program (“QSP”), Military Discount, Employee Discount, Lowe's Price Promise, Special Value, New Lower Price, Was:Now and credit discount offers); or (ii) associate-discretion price adjustments.
* By creating a PRO Account, you accept all terms and conditions in these Additional Terms and release Lowe’s, its parent, subsidiaries and affiliates, and hold Lowe’s, its parent, subsidiaries and affiliates, harmless from any claim, liability or damage relating to the Loyalty Program or any subprogram, thereof.
* LOWE’S, ITS PARENT, SUBSIDIARIES OR AFFILIATES MAKE NO EXPRESS OR IMPLIED REPRESENTATION OF WARRANTY AS TO ANY BENEFITS AND WILL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS OR EXPENSE RESULTING FROM THE USE OR ACCEPTANCE OF ANY PART OF THE PRO ACCOUNT, LOYALTY PROGRAM OR ANY SUBPROGRAM.

**LOWE’S FOR PROS LOYALTY PROGRAM BENEFITS**

* **Organizations and Distribution of Benefits.** Benefits and rewards will accrue and be distributed only to the Organization. For avoidance of doubt, benefits and rewards tied to Registered Tender shall only accrue or be distributed to the Organization to which the user who registered the debit or credit card to the Loyalty Program belongs. If a user is removed from an Organization, any rewards/benefits accrued from the Registered Tender will remain with the Organization.
* **Registered Tender.** In Lowe’s sole and absolute discretion, Lowe’s may extend offers and subprograms that require registration of tender (“**Registered Tender**”) in order to participate. By Registering Tender, you consent to the financial incentives outlined under these Additional Terms, including, but not limited to, “PRO Tracked Purchases,” “Subprograms,” “Special Offers” and the financial incentives outlined in any offer or subprogram.
* **Purchase History.** You must have Registered Tender on the associated PRO Account on behalf of the Organization to have the ability to see omnichannel purchase history (online and in store).
* **PRO Tracked Purchases.** Once registered, Lowe’s may track all the purchases that you make with Registered Tender (“**PRO Tracked Purchases**”). Lowe’s will track purchases for the Loyalty Program based only on purchases made with Registered Tender. The Registered Tender will be used to track all purchases made with that tender at Lowe’s branded US Stores, Lowe’s PRO Supply sales, LowesForPros.com or Lowes.com and fulfilled by or on behalf of a Lowe’s branded US Store, LowesForPros.com or Lowes.com. Purchases may not appear in your account for up to 24 hours. For LCA accounts utilizing the “Connect LCA” feature on Lowes.com or LowesForPros.com, purchases made in store will only be visible to admins of the Organization. This information may be shared with Lowe’s service providers, subject to Lowe’s Privacy Statement. Lowe’s reserves the right to correct any errors. If you have any issues, please contact Lowe’s at 844-LOW4PRO.
* **Lowe’s Business Advantage (“LBA”)** (previously known as Lowe’s Business Account). By registering an LBA into the Loyalty Program, you may qualify for additional program benefits as defined by Synchrony Bank beginning April 1, 2021. See [**https://www.lowes.com/l/Credit/business-credit-center**](https://www.lowes.com/l/Credit/business-credit-center) for details.
* **Lowe’s Commercial Account (“LCA”)** (previously known as Lowe’s Accounts Receivable (“LAR”). Any LCA accounts that are connected to a given Organization’s PRO Account via the “Connect LCA” feature on Lowes.com or LowesForPros.com will automatically be registered into the Loyalty Program as of Feb. 1, 2021, under the Organization and be considered Registered Tender. See [**https://www.lowes.com/l/Credit/business-credit-center**](https://www.lowes.com/l/Credit/business-credit-center) for details.
* **Participation in Subprograms.** By meeting any eligibility requirements in a subprogram's terms (including registering tender if required), you agree to participate in all subprograms unless you request that Lowe's remove you from a subprogram and its benefits.

**LOWE’S FOR PROS PAINT REWARDS TEST PROGRAM TERMS**

Lowe’s For Pros Paint Rewards program (“**Paint Rewards**”) is a subprogram of the Loyalty Program. By participating in Paint Rewards, you (“**you**” or “**Member**”) consent to these Paint Reward terms (“**Paint Rewards Terms**”). You acknowledge and agree that you have read and accepted these Paint Reward Terms and are responsible for remaining knowledgeable about the Paint Rewards Terms. By participating in Paint Rewards, you agree to be bound by these Paint Rewards Terms and all terms incorporated by reference. Your participation in Paint Rewards is subject to the Terms of Use and Additional Terms on [www.lowes.com](http://www.lowes.com/), these Paint Rewards Terms and Lowe’s US Privacy Statement (<https://www.lowes.com/l/privacy-and-security-statement.html>).

**Lowe’s, in its sole and absolute discretion, reserves the right to update, change terminate, modify, add, end or delete any of these Paint Rewards Terms, Paint Rewards, benefits, special offers or rewards, in whole or in part, at any time, including during Paint Rewards or the Loyalty Program, with or without notice.** Any changes or modifications will be effective immediately upon posting the revisions to <https://www.lowes.com/l/terms-and-conditions-of-use.html>, and you waive any right you may have to receive specific notice of such changes or modifications.

Paint Rewards is a test offering, available only in select stores in select test markets, and only through Dec. 31, 2021 (“**Paint Rewards Promotion Period**”), subject to Lowe’s rights to terminate, modify, add, end or delete Paint Rewards at any time. For purposes of this Paint Rewards test program, the select stores are (“**Participating Stores**”):

Complete Participating Stores list provided at the bottom of these Terms.

PRO Account holders may be eligible for a reward (“**Reward**”) based on their eligibility and Qualifying Purchases as defined below.

**A. Paint Rewards Eligibility.** In order to be eligible for the Paint Rewards program, you must: (1) have a PRO Account; and (2) have associated an Organization address with your PRO Account that has a ZIP code that is (i) in the same market (as determined in Lowe’s sole and absolute discretion) as one of the Participating Stores listed below, or (ii) within a 10-mile radius of a NC Participating Store or SC Participating Store numbers: 416, 1776, 2442, 2920, 3040. Commercial customers with a National Account contract, who participate in a cooperative purchasing program or receive other managed account discounts or rebates with Lowe’s, and Government customers are not eligible for the Paint Rewards Program.

**B. Qualifying Purchases.** Qualifying purchases include net completed purchases of only paint applicators, paint applicator accessories, paint sprayers, paint sprayer accessories, interior paint, exterior paint, exterior stains, floor coatings, primers, resurfacers, barn and fence paint, masonry waterproofers and marine coatings (collectively “**Paint or Paint Applicators**”) as further detailed below and subject to the exclusions below (“**Qualifying Purchases**”). Qualifying Purchases are calculated based on the actual amount paid on any completed purchases of Paint or Paint Applicators made by the Organization during the Paint Rewards Promotion Period eligibility using (1)a Registered Tender at any Lowe’s US store, Lowe’s Pro Supply, Lowes.com and LowesForPros.com; (2) any tender at Lowes.com while logged in to your PRO Account; or (3) any tender at LowesForPros.com while logged in to your Account, after any allowable discounts are applied, if any, excluding shipping and handling, delivery, and services fees and taxes. Qualifying Purchases do not include mistints, Paint or Paint Applicators purchases made using an e-procurement or punch-out solution, Government purchases of Paint or Paint Applicators, or Paint or Paint Applicators purchases made for personal use. Completed purchases means the transaction has been settled and fulfilled.

Qualifying Purchases made between the date of confirmed Paint Rewards eligibility and Dec. 31, 2021, will count towards the Rewards calculation as defined below. If an item from a Qualifying Purchase is returned, the return amount will be deducted from Qualifying Purchase spend toward earning Rewards. If the item is returned after a Rewards has been issued, your account may reflect a negative balance.

Other than Qualifying Purchases made in the first month of eligibility, Lowe’s will not recognize any purchases made before the month of eligibility as Qualifying Purchases and those purchases will not be included in the Paint Rewards Calculation as set forth below.

Except for Lowe’s Every Day 5% Credit discount offer, this offer cannot be combined with any (i) other promotion, discount, markdown, coupon, rebate or offer including any Lowe's volume or special discount programs (such as, but not limited to, Contractor Packs™, Buy in Bulk, Quote Support Program (“QSP”), Military Discount, Employee Discount, Lowe's Price Promise, Special Value, New Lower Price, Was:Now and additional credit discount offers or promotions); or (ii) associate-discretion price adjustments.

**C. Paint Rewards.** Rewards will be issued in the form of a Visa® Prepaid Card (“**Loyalty Reward Card**”), subject to the terms and conditions of the card issuer. Each Loyalty Reward Card will expire six (6) months from issuance.

Loyalty Reward Cards are issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Loyalty Reward Cards do not have cash access and can be used anywhere Visa® debit cards are accepted. Card valid through expiration date, which is shown on the front of card. Cardholders are subject to the terms and conditions of the card as set forth by the issuing bank.

**Paint Rewards Calculation.** Rewards will be calculated at the end of each calendar month of the Paint Rewards Promotion Period based on the Qualifying Purchases made during that month by the Organization. Only purchases made with Registered Tender or while properly logged in to the Organization’s PRO Account will count towards Rewards calculation or tiers (i.e., purchases made with cash, gift card, checks or tender not on file as Registered Tender will not count). Any Qualifying Purchases made on new Registered Tenders will count towards the Reward earned in the month the Registered Tender was registered.

The Reward amount will be determined in accordance with the graduated percentage discounts in Table 1.1 below. Each tier and the reward amount earned is progressive, meaning the applicable percentage will only apply to the amount spent within the tier. It is possible for two tiers to be applied to one Reward.

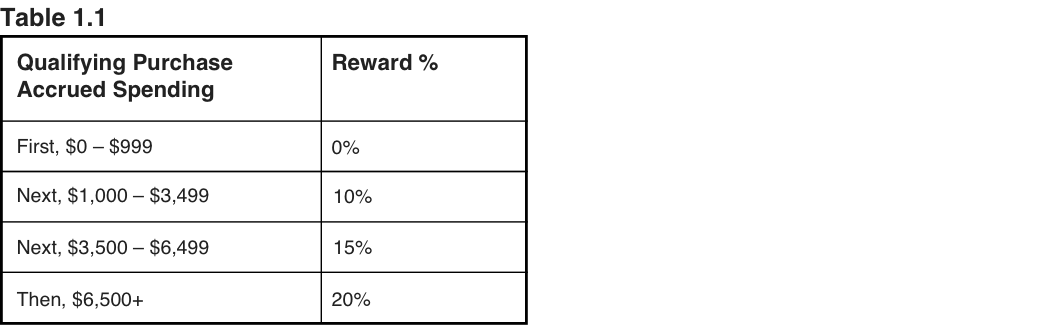
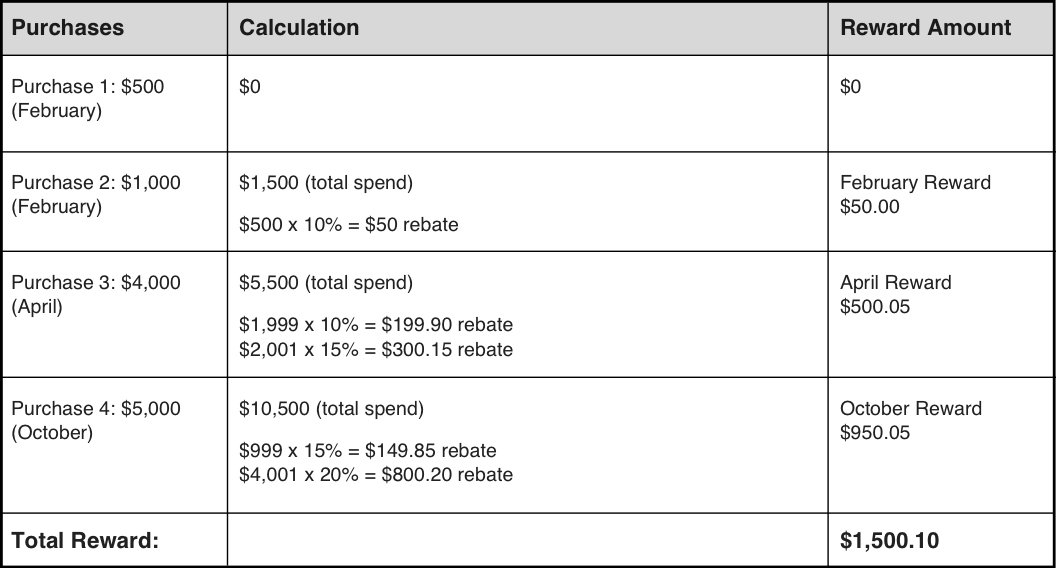


Illustration: An Organization creates a PRO Account on Feb. 3, 2021, and adds a Registered Tender on Feb. 5, 2021. The Organization had two Qualifying Purchases using the Registered Tender in February 2021: $500 on Feb. 1, 2021, and $1,000 on Feb. 6, 2021. From March 1 to Dec. 31, 2021, the Organization spent an additional $4,000 in Qualifying Purchases in April 2021 and an additional $5,000 in Qualifying Purchases in October 2021 in separate transactions. The monthly Reward amount will be calculated as follows:



Lowe’s will mail Loyalty Reward Cards after the month’s end to the address on file for the Organization as designated in the PRO Account. Please allow four to six (4 – 6) weeks for processing.

**D. Taxes.** You are solely liable and responsible for any applicable federal, state or local taxes arising out of your participation in the Loyalty Program or the Paint Rewards program. Please consult your tax advisor concerning any tax consequences that may arise from your participation.

**E. Additional Terms.** In Lowe’s sole and absolute discretion, Lowe’s reserves the right to terminate any PRO Account that does not meet spend tiers during the Paint Rewards Promotion Period. In Lowe’s sole and absolute discretion, in the event the Paint Rewards Program is extended beyond the initial Paint Rewards Promotion Period, Lowe’s reserves the right to carry any negative balances through to the beginning of the next promotional period, and all tiers may reset to zero.

By creating a PRO Account and participating in Paint Rewards, you accept all terms and conditions in these Paint Rewards Terms and release Lowe’s, its parent, subsidiaries and affiliates, and hold Lowe’s, its parent, subsidiaries and affiliates, harmless from any claim, liability or damage relating to the Paint Rewards Program.

LOWE’S, ITS PARENT, SUBSIDIARIES OR AFFILIATES MAKE NO EXPRESS OR IMPLIED REPRESENTATION OF WARRANTY AS TO ANY BENEFITS AND WILL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS OR EXPENSE RESULTING FROM THE USE OR ACCEPTANCE OF ANY PART OF THE PAINT REWARDS PROGRAM.

**F. Customer Service.**

For Program assistance, please contact: 844-LOW4PRO

For Rewards assistance, please contact: 855-923-3022

Participating Stores for Lowe’s For Pros Paint Rewards Test:

### Arizona

##### Store Number, Name and Address

**792** – LOWE'S OF SCOTTSDALE, AZ – 16285 NORTH SCOTTSDALE RD. SCOTTSDALE, AZ 85254-1522

**1042** – LOWE'S OF W. PHOENIX, AZ – 1620 NORTH 75TH AVE. PHOENIX, AZ 85035-4539

**1117** – LOWE'S OF PEORIA, AZ – 8497 WEST THUNDERBIRD RD. PEORIA, AZ 85381-4821

**1157** – LOWE'S OF PRESCOTT, AZ – 2300 EAST STATE ROUTE 69 PRESCOTT, AZ 86301

**1204** – LOWE'S OF N. PHOENIX, AZ – 2929 W. THUNDERBIRD RD. PHOENIX, AZ 85053-5873

**1553** – LOWE'S OF GOODYEAR, AZ – 13191 W MCDOWELL RD. GOODYEAR, AZ 85395-2611

**1607** – LOWE'S OF SURPRISE, AZ – 13363 W. GRAND AVE. SURPRISE, AZ 85374-4070

**1728** – LOWE'S OF GLENDALE, AZ – 5809 WEST NORTHERN AVE. GLENDALE, AZ 85301-1336

**1850** – LOWE'S OF S. SCOTTSDALE, AZ – 7950 EAST MCDOWELL RD. SCOTTSDALE, AZ 85257-3748

**2295** – LOWE'S OF BUCKEYE, AZ – 700 SOUTH WATSON RD. BUCKEYE, AZ 85326

**2421** – LOWE'S OF S. PHOENIX, AZ – 1950 WEST BASELINE RD. PHOENIX, AZ 85041

**2557** – LOWE'S OF HAPPY VALLEY, AZ – 2501 W. HAPPY VALLEY RD. BDG 40 PHOENIX, AZ 85085-3702

**2683** – LOWE'S OF CAREFREE, AZ – 34700 N CAVE CREEK RD. CAREFREE, AZ 85377

**2820** – LOWE'S OF N. PEORIA, AZ – 25311 N LAKE PLEASANT PKWY PEORIA, AZ 85383

**2833** – LOWE'S OF SHOW LOW, AZ – 5800 S WHITE MOUNTAIN RD. SHOW LOW, AZ 85901

**674** – LOWE'S OF W. CHANDLER, AZ – 7100 WEST RAY RD. CHANDLER, AZ 85226-1511

**714** – LOWE'S OF E. MESA, AZ – 1440 SOUTH HIGLEY RD. MESA, AZ 85206-3424

**1032** – LOWE'S OF E. CHANDLER, AZ – 2900 WEST CHANDLER BLVD CHANDLER, AZ 85224-5214

**1090** – LOWE'S OF GILBERT, AZ – 734 SOUTH GILBERT RD. GILBERT, AZ 85296-2834

**2272** – LOWE'S OF CASA GRANDE, AZ – 1436 E. FLORENCE BLVD CASA GRANDE, AZ 85122-5321

**2527** – LOWE'S OF APACHE JUNCTION, AZ – 1229 S. ELLSWORTH RD. MESA, AZ 85209

**2582** – LOWE'S OF OCOTILLO, AZ – 4300 S. ARIZONA AVE CHANDLER, AZ 85248

**2808** – LOWE'S OF E. GILBERT, AZ – 4730 S. HIGLEY RD GILBERT, AZ 85297

**3000** – LOWE'S OF TEMPE, AZ – 777 EAST BASELINE RD TEMPE, AZ 85283-1205

### Florida

##### Store Number, Name and Address

**440** – LOWE'S OF OCALA, FL – 3535 SW 36TH AVE. OCALA, FL 34474-4474

**467** – LOWE'S OF ORANGE CITY, FL – 901 SAXON BLVD. ORANGE CITY, FL 32763-8324

**504** – LOWE'S OF TITUSVILLE, FL – 4660 SOUTH ST. TITUSVILLE, FL 32780-2828

**564** – LOWE'S OF CENTRAL TAMPA, FL – 6275 W. WATERS AVE. TAMPA, FL 33634-1100

569 – LOWE'S OF LAKE COUNTY, FL – 9540 US HWY 441 LEESBURG, FL 34788-3948

**573** – LOWE'S OF BRANDON, FL – 11375 CAUSEWAY BLVD. BRANDON, FL 33511-2904

**604** – LOWE'S OF ALTAMONTE SPRINGS, FL – 110 N. STATE ROAD 434 ALTAMONTE SPRINGS, FL 32714-2945

**642** – LOWE'S OF W. ORLANDO, FL – 8700 W. COLONIAL DR. ORLANDO, FL 32818-6692

**670** – LOWE'S OF S. ORLANDO, FL – 2800 WEST SANDLAKE RD. ORLANDO, FL 32819-9018

**696** – LOWE'S OF MELBOURNE, FL – 2150 MINTON RD. MELBORNE, FL 32904-4915

**724** – LOWE'S OF PORT RICHEY, FL – 8312 LITTLE RD. NEW PORT RICHEY, FL 34654-4919

**740** – LOWE'S OF ST. PETERSBURG, FL – 2365 25TH ST. NORTH SAINT PETERSBURG, FL 33713-4312

**741** – LOWE'S OF PORT ORANGE, FL – 1751 DUNLAWTON AVE PORT ORANGE, FL 32127-4757

**742** – LOWE'S OF ORMOND BEACH, FL – 1340 WEST GRANADA BLVD. ORMOND BEACH, FL 32174-5917

**771** – LOWE'S OF CLEARWATER, FL – 26990 US HIGHWAY 19 N CLEARWATER, FL 33761-3466

**772** – LOWE'S OF BRADENTON, FL – 7395 52ND PLACE EAST BRADENTON, FL 34203-8915

**783** – LOWE'S OF LAKELAND, FL – 3525 LAKELAND HIGHLANDS RD. LAKELAND, FL 33803-4386

**1003** – LOWE'S OF TAMPA PALMS, FL – 6201 COMMERCE PALMS DR. TAMPA, FL 33647-1545

**1079** – LOWE'S OF WINTER HAVEN, FL – 490 CITI CENTRE ST. WINTER HAVEN, FL 33880-3418

**1140** – LOWE'S OF OVIEDO, FL – 1155 VIDINA PLACE OVIEDO, FL 32765-9137

**1161** – LOWE'S OF WATERFORD LAKE, FL – 12200 LAKE UNDERHILL RD. ORLANDO, FL 32825-5009

**1190** – LOWE'S OF PINELLAS PARK, FL – 7301 PARK BLVD N. PINELLAS PARK, FL 33781-2922

**1506** – LOWE'S OF ROCKLEDGE, FL – 3790 S FISKE BLVD ROCKLEDGE, FL 32955-4502

**1592** – LOWE'S OF PLANT CITY, FL – 2801 JAMES L. REDMAN PKWY PLANT CITY, FL 33566-9465

**1598** – LOWE'S OF S.E. ORLANDO, FL – 3500 SOUTH SEMORAN BLVD. ORLANDO, FL 32822-2581

**1605** – LOWE'S OF SPRING HILL, FL – 4780 COMMERCIAL WAY SPRING HILL, FL 34606-1925

**1629** – LOWE'S OF S. TAMPA, FL – 4210 SOUTH DALE MABRY HWY TAMPA, FL 33611-1420

**1652** – LOWE'S OF N. KISSIMMEE, FL – 1300 W OSCEOLA PKWY KISSIMMEE, FL 34741-7501

**1657** – LOWE'S OF SANFORD, FL – 3780 S ORLANDO DR. SANFORD, FL 32773-5614

**1683** – LOWE'S OF VENICE, FL – 1745 TAMIAMI TRAIL SOUTH VENICE, FL 34293-1663

**1685** – LOWE'S OF LADY LAKE, FL – 13705 US HIGWAY 441 LADY LAKE, FL 32159-8981

**1701** – LOWE'S OF LARGO, FL – 11101 ULMERTON RD. LARGO, FL 33778-1625

**1714** – LOWE'S OF S. CLEARWATER, FL – 2619 GULF TO BAY BLVD. CLEARWATER, FL 33759-4936

**1827** – LOWE'S OF BROOKSVILLE, FL – 7117 BROAD ST. BROOKSVILLE, FL 34601-5536

**1843** – LOWE'S OF CENTRAL BRADENTON, FL – 4012 14TH ST. WEST BRADENTON, FL 34205-6006

**1853** – LOWE'S OF INVERNESS, FL – 2301 EAST GULF TO LAKE HWY INVERNESS, FL 34453-3218

**1854** – LOWE'S OF ZEPHYRHILLS, FL – 7921 GALL BLVD. ZEPHYRHILLS, FL 33541-4319

**1855** – LOWE'S OF E. OCALA, FL – 4600 EAST SILVER SPRINGS BLVD OCALA, FL 34470-3204

**1911** – LOWE'S OF RIVERVIEW, FL – 10425 GIBSONTON DR. RIVERVIEW, FL 33578-5427

**1935** – LOWE'S OF N.E. SARASOTA, FL – 5750 FRUITVILLE RD. SARASOTA, FL 34232-6409

**1945** – LOWE'S OF DE LAND, FL – 303 E INTERNATIONAL SPEEDWAY BLVD. DELAND, FL 32724-2425

**2224** – LOWE'S OF SEBRING, FL – 2050 US 27 NORTH SEBRING, FL 33870-1916

**2238** – LOWE'S OF LAND O' LAKES, FL – 21500 STATE RD 54 LUTZ, FL 33549

**2240** – LOWE'S OF LAKE WALES, FL – 23227 US HIGHWAY 27 LAKE WALES, FL 33859-6801

**2241** – LOWE'S OF PALM COAST, FL – 315 CYPRESS EDGE DR. PALM COAST, FL 32164

**2253** – LOWE'S OF N. LAKELAND, FL – 3600 NORTH ROAD 98 LAKELAND, FL 33809-3840

**2282** – LOWE'S OF E. BRANDON, FL – 1515 E. BRANDON BLVD. BRANDON, FL 33511

**2351** – LOWE'S OF INDIAN HARBOUR BEACH, FL – 1934 HIGHWAY A1A INDIAN HARBOR BACH, FL 32937-3523

**2360** – LOWE'S OF N. TAMPA, FL – 12901 N. DALE MABRY HIGHWAY TAMPA, FL 33618

**2363** – LOWE'S OF POINCIANA, FL – 4420 PLEASANT HILL RD. KISSIMMEE, FL 34746

**2364** – LOWE'S OF DELTONA, FL – 2170 HOWLAND BLVD. DELTONA, FL 32738

**2437** – LOWE'S OF CLERMONT, FL – 1501 SANDY GROVE AVE. CLERMONT, FL 34711

**2438** – LOWE'S OF S.W. ORLANDO, FL – 16905 CAGAN CROSSINGS BLVD CLERMONT, FL 34714

**2457** – LOWE'S OF AUBURNDALE, FL – 2301 US HIGHWAY 92 WEST AUBURNDALE, FL 33823

**2531** – LOWE'S OF BARTOW, FL – 425 EAST VAN FLEET DR. BARTOW, FL 33830-3835

**2577** – LOWE'S OF MT. DORA, FL – 18795 US HIGHWAY 441 MT. DORA, FL 32757-6741

**2639** – LOWE'S OF OLDSMAR, FL – 13841 W. HILLSBOROUGH AVE. TAMPA, FL 33635-9655

**2644** – LOWE'S OF PALM BAY, FL – 1166 MALABAR RD SE PALM BAY, FL 32907-3256

**2651** – LOWE'S OF WINTER GARDEN, FL – 3391 DANIELS RD WINTER GARDEN, FL 34787

**2652** – LOWE'S OF FERN PARK, FL – 6735 SOUTH US HWY 17-92 FERN PARK, FL 32730

**2673** – LOWE'S OF APOPKA, FL – 1651 WEST ORANGE BLOSSOM TRAIL APOPKA, FL 32712

**2702** – LOWE'S OF HAINES CITY, FL – 37051 US HIGHWAY 27 HAINES CITY, FL 33844

**2727** – LOWE'S OF NORTH PORT, FL – 5601 TUSCOLA BLVD. NORTH PORT, FL 34287

**2753** – LOWE'S OF S.W. MARION COUNTY, FL – 7575 SW 90TH ST. OCALA, FL 34476

**2777** – LOWE'S OF TARPON SPRINGS, FL – 41800 US HIGHWAY 19 N TARPON SPRINGS, FL 34689

**2933** – LOWE'S OF S.W. SARASOTA, FL – 4020 CENTRAL SARASOTA PARKWAY SARASOTA, FL 34238-6692

**3350** – LOWE'S OF LAKE NONA, FL – 12276 ANDRIC LANE ORLANDO, FL 32827

**3351** – LOWE'S OF WILDWOOD, FL – 5630 SEVEN MILE DR. WILDWOOD, FL 34785

**1732** – LOWE'S OF PORT CHARLOTTE, FL – 2000 TAMIAMI TRAIL PORT CHARLOTTE, FL 33948-2182

### South Carolina

##### Store Number, Name and Address

**358** – LOWE'S OF SUMMERVILLE, SC – 1207 N. MAIN ST. SUMMERVILLE, SC 29483

**497** – LOWE'S OF N. CHARLESTON, SC – 7555 NORTHWOOD BLVD. NORTH CHARLESTON, SC 29406

**539** – LOWE'S OF MT. PLEASANT, SC – 1104 MARKET CENTER BLVD. MOUNT PLEASANT, SC 29464-7467

**655** – LOWE'S OF W. ASHLEY, SC – 3125 GLENN MCCONNELL PKWY CHARLESTON, SC 29414-5748

**661** – LOWE'S OF JAMES ISLAND, SC – 770 DANIEL ELLIS DR. CHARLESTON, SC 29414-3034

**2464** – LOWE'S OF GOOSE CREEK, SC – 520 SAINT JAMES AVENUE GOOSE CREEK, SC 29445

**2948** – LOWE'S OF N.W. CHARLESTON, SC – 9600 DORCHESTER RD SUMMERVILLE, SC 29485

**3317** – LOWE'S OF N. MT. PLEASANT, SC – 3265 NORTH HIGHWAY 17 MOUNT PLEASANT, SC 29466

### Texas

##### Store Number, Name and Address

**28** – LOWE'S OF TEXAS CITY, TX – 3620 EMMETT F. LOWRY EXPWAY TEXAS CITY, TX 77590-6543

**97** – LOWE'S OF BAYTOWN, TX – 5002 GARTH RD. BAYTOWN, TX 77521-2135

**98** – LOWE'S OF KATY, TX – 19935 KATY FREEWAY HOUSTON, TX 77094-1019

**137** – LOWE'S OF LAKE JACKSON, TX – 200 HWY. 332 EAST LAKE JACKSON, TX 77566-5682

**232** – LOWE'S OF CONROE, TX – 1920 WESTVIEW BLVD. CONROE, TX 77304-1900

**501** – LOWE'S OF N.W. HOUSTON, TX – 19580 STATE HWY. 249 HOUSTON, TX 77070-3002

**511** – LOWE'S OF SUGAR LAND, TX – 16510 S. W. FREEWAY SUGARLAND, TX 77479-2361

**555** – LOWE'S OF COPPERFIELD, TX – 15555 FM529 HOUSTON, TX 77095-2703

**563** – LOWE'S OF SPRING, TX – 20201 N. IH45 SPRING, TX 77388-6305

**651** – LOWE'S OF BAYBROOK, TX – 19225 GULF FREEWAY WEBSTER, TX 77598-2802

**681** – LOWE'S OF N. CENT.HOUSTON, TX – 1521 NORTH LOOP WEST HOUSTON, TX 77008-1650

**685** – LOWE'S OF PEARLAND, TX – 2741 BROADWAY ST.PEARLAND, TX 77581-4906

**750** – LOWE'S OF KINGWOOD, TX – 22600 EASTEX FWY KINGWOOD, TX 77339-4405

**1052** – LOWE'S OF TOMBALL, TX – 14236 FM2920 TOMBALL, TX 77377-5506

**1053** – LOWE'S OF PASADENA, TX – 5400 FAIRMONT PARKWAY PASADENA, TX 77505-3806

**1058** – LOWE'S OF BUNKER HILL, TX – 9640 KATY FWY HOUSTON, TX 77055-6322

**1128** – LOWE'S OF S. E. HOUSTON, TX – 1000 GULFGATE CENTER MALL HOUSTON, TX 77087-3018

**1131** – LOWE'S OF ROYAL OAKS, TX – 2610 KIRKWOOD DR. HOUSTON, TX 77077-6691

**1145** – LOWE'S OF E. HOUSTON, TX – 6161 E. SAM HOUSTON PKWY NORTH HOUSTON, TX 77049-7201

**1515** – LOWE'S OF THE WOODLANDS, TX – 3052 COLLEGE PARK DR. CONROE, TX 77384-8002

**1530** – LOWE'S OF ATASCOCITA, TX – 7355 FM 1960 ROAD EAST HUMBLE, TX 77346-3130

**1570** – LOWE'S OF MEYERLAND, TX – 4645 BEECHNUT ST. HOUSTON, TX 77096-1803

**1790** – LOWE'S OF LIVINGSTON, TX – 120 US 59 LOOP SOUTH LIVINGSTON, TX 77351

**1898** – LOWE'S OF ROSENBERG, TX – 28005 SOUTHWEST FREEWAY ROSENBURG, TX 77471-9163

**2371** – LOWE'S OF CYPRESS, TX – 14128 CYPRESS-ROSEHILL RD. CYPRESS, TX 77429-3474

**2521** – LOWE'S OF BRENHAM, TX – 2750 HIGHWAY 36 SOUTH BRENHAM, TX77833-9614

**2821** – LOWE'S OF LEAGUE CITY, TX – 1655 W. FM 646 LEAGUE CITY, TX 77573-4644

**2822** – LOWE'S OF W. SPRING, TX – 20902 KUYKENDAHL RD. SPRING, TX 77379

**3027** – LOWE'S OF MISSOURI CITY, TX – 3807 FM 1092 MISSOURI CITY, TX 77459-2223

**3306** – LOWE'S OF CINCO RANCH (KATY), TX – 9505 SPRING GREEN BLVD. KATY, TX 77494