

## TERMS AND CONDITIONS

By submitting this application or by submitting any revisions to any previously provided banking information, you, as an individual and the Authorizing Officer of the Company, are attesting to the acceptance of these terms and conditions. We may change these terms and conditions at any time, subject to applicable law.

You promise that the information you provide to us is accurate. You authorize us to verify this information and to obtain reports from consumer reporting agencies. You authorize us and our affiliates and subsidiaries to share information we have about you at any time for purposes permitted by law. If required by law, we will tell you if we have received a consumer report and the name and address of the agency that provided it.

### **SECURITY: CONFIDENTIALITY OF ACCESS INFORMATION**

Use of the application and the ability to revise any previously provided banking information (the “Services”) requires a computer and Internet access connected through an Internet provider and with a web browser (for example, Firefox or Microsoft Internet Explorer).

To provide the highest degree of confidentiality and to protect the security of your financial information, you must have an Internet browser that supports 128-bit encryption and secure sockets layer version 3.0 or higher. Use of the Services with lower than 128-bit encryption is strictly prohibited. To the extent you are able to access the Services using lower than 128-bit encryption, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

You agree to keep your Customer Number, user ID, password, password reminder question and answer and any other security or access information (collectively, “Access Information”) confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize your Access Information and do not write it down. You agree not to give or make available your Access Information to any unauthorized individual.

If you believe the security of your password or any other Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use the Services under your Customer Number without your consent, your accounts have been accessed, or someone has transferred money from your account(s) without your permission), you must notify us immediately. (See YOUR RESPONSIBILITIES AND LIABILITIES below.)

We reserve the right, under certain circumstances, to deny your access to any one or more account(s) or to the Services or any part thereof, or to deny the processing of transactions, in order to maintain or restore security or performance to the website. We may do so if we reasonably believe your Access Information has been or may be obtained or is being used or may be used by an unauthorized person(s).

### **ENROLLMENT IN SERVICES**

By enrolling in the Services, you authorize Lowe’s to process transactions for you as requested by you from time to time. You further authorize Lowe’s to make payments in such manner as you direct.

### **ELECTRONIC COMMUNICATIONS**

You agree that all electronic communications that we receive on LowesLink or otherwise in connection with the Services, such as those directing us to take an action with respect to your account, that match Access Information or other identity information you have provided when enrolling in or using the Services will be deemed valid, authentic and binding obligations. Pursuant to law and regulations, these electronic communications therefore will be given the same legal effect as your written and signed paper communications, shall be considered a “writing” or “in writing” and shall be deemed for all purposes (i) to have been “signed” and (ii) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering, under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or

administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

You agree (to the maximum extent permitted by law) to hold harmless Lowe's and protect and indemnify Lowe's from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable attorneys' fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with any Services rendered by Lowe's pursuant to or in accordance with any and all electronic communications for which we have attempted to verify your identity as set forth above.

#### **CHANGES IN SERVICES: INTERRUPTIONS IN SERVICE**

We may, from time to time and at any time, revise, update, discontinue or otherwise modify, temporarily or permanently, the Services or any part thereof or your access thereto. Changes to the Services may render prior versions of the Services obsolete. Without limiting the foregoing, we reserve the right to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates. You may choose to accept or decline changes by closing, continuing or discontinuing use of the Services to which these changes relate. Your use of the Services after we make any changes will constitute your agreement to such changes. We also reserve the option, in our sole business judgment, to waive, reduce or reverse charges or fees in individual situations. We may, from time to time perform maintenance upon the Services or experience hardware, software or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. We will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

#### **OUR RESPONSIBILITY FOR PAYMENTS**

By using the Services, you warrant that you are authorized to act on behalf of the vendor name and or number selected at login.

We, or a third party acting as our agent, will use reasonable efforts to timely and properly complete payments to your designated checking, savings or other deposit account(s) (as applicable) according to your properly entered and transmitted instructions. However, neither a third party service provider nor we will be liable in any way for any failure or delay in completing any such transaction:

- If, through no fault of our own or of our agent, you do not have adequate money in a designated checking, savings or other deposit account to complete a transaction from that account, or if that account has been closed; or the transaction would exceed the credit limit on any applicable overdraft line of credit;
  - If our payment center is not working properly and you know or have been advised by us about the malfunction before you execute your payment instructions;
  - If you have not properly submitted instructions on how to make a payment;
  - If you do not provide Lowe's with complete, correct and current information, or if you otherwise do not give complete, correct and current instructions so that a payment can be made;
  - If deposits to any accounts have been prohibited by a court order such as a garnishment or other legal process;
  - If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
  - If your computer was not working properly such that it interfered with your attempt to authorize a payment; or
  - If circumstances beyond our or our agent's control prevent making a payment. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters, terrorist acts or war.
- In any other set of circumstances as set forth in your account agreements.

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

You authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;

- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; When necessary to complete payments; or

- If you provide us your permission.

#### **YOUR RESPONSIBILITIES AND LIABILITIES**

It is your sole responsibility to ensure that the contact is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, e-mail addresses, and account numbers. We are not responsible for any payment processing errors or fees incurred by you if you do not provide accurate account or contact information.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT PAYMENTS MADE THROUGH THE SERVICES**

In case of questions or errors about payments made through the Services contact Lowe's Payables Contact Center Hotline at (336) 658-2121

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

#### **TERMINATION**

We reserve the right to terminate this Agreement and your access to the Services, in whole or in part, at any time and for any reason. If you wish to terminate your ability to use this website or the Services as a whole, please contact Lowe's Payables Contact Center Hotline at (336) 658-2121.

Upon termination of the Services as a whole or upon revision of any banking information, we will endeavor to cancel any applicable transactions you have previously authorized, provided that we make no guarantee that we will be able to do so. You will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that we are not able to cancel or that have already been processed before the requested termination or revision date will be completed. Termination shall not affect your liability or obligations under this Agreement for any transactions initiated prior to termination.

#### **ASSIGNMENT**

You may not assign this Agreement or your rights to the Services to any other party. We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of our parent corporation, or to any existing or future direct or indirect subsidiary of Lowe's, or to any of our existent or future affiliates. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **DATA RECORDING**

When you contact us, the communication or the information you provide may be recorded or otherwise retained by us or our service provider. You consent to such recording or other retention. Without limiting the foregoing, you agree that we may record the conversations our employees have with you or your agents. We do this from time to time to monitor the quality of service and accuracy of information our employees give you and to ensure that your instructions are followed.

#### **NO WAIVER**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **LIABILITY FOR LOSS OR ERRONEOUS DATA**

Without limiting any other provision hereof, you will bear the sole liability and risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your computer or third party communications providers on which you may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer.

#### **HARM TO COMPUTER SYSTEMS/DATA**

You agree that we shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer by downloading information, software, or other materials from this website or any other Lowe's website.

#### **LIMITATION OF LIABILITY; DISCLAIMERS**

Except as otherwise expressly provided herein, your use of the Services is at your own risk. None of the entities comprising Lowe's, nor any of their respective officers, directors or employees, nor any other party involved in creating, producing, or delivering the Services is liable for any direct, incidental, consequential, indirect, punitive, or other damages of any kind arising out of your access to or use of the Services, or the inability to access or use the Services, whether caused by Lowe's or such other parties, online service providers, any agent or subcontractor of any of the foregoing or any other party.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE LOWE'S MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LOWE'S MAKES NO WARRANTY THAT (i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, or (ii) ANY INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

Nothing contained in the Services is intended to provide legal, accounting, tax or financial advice. You should consult your own professional advisor on such matters.

#### **SEVERABILITY**

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

#### **AREA OF SERVICE**

The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No contents from this site may be downloaded or otherwise exported in violation of United States Law.