

User Agreement

Last Updated: March 14, 2016. Prior version dated October 13, 2010 available [here](#).

READ THIS DOCUMENT CAREFULLY BEFORE USING THIS SITE. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THIS SITE, AND CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

INTRODUCTION

[Spanish Translation \(Traducción en español\)](#)

To download or print our User Agreement (the “Agreement”), click [here](#).

To download or print our Privacy Policy, click [here](#).

To review the full Agreement, keep reading.

Welcome! You have arrived at BigLots.com and/or are otherwise interacting with the Service (defined below), which is owned and operated by an affiliate of Big Lots Stores, Inc. This User Agreement constitutes an agreement between you and Big Lots Stores, Inc. and its parent, affiliates and subsidiaries (collectively, “**Big Lots,**” “**we,**” “**our**” or “**us**”) (the “**Agreement**”), and applies to all our websites, including microsites and mobile sites, all products and services offered to you when you visit our websites, and all other online service features, databases, plug-ins, applications, content, downloads, applications, platforms, and tools where this User Agreement appears or is linked (collectively the “**Service**”), regardless of how you access or use it, whether via computer, mobile device or otherwise. By using the Service, you accept this Agreement and our [Privacy Policy](#), and certify that you are above the age of majority in your jurisdiction.

Each time you access and/or use the Service (other than to simply read this Agreement), you agree to be bound by and comply with this Agreement and any applicable Additional Terms (defined below) then posted. Therefore, do not use the Service if you do not agree. The business realities associated with operating the Service are such that, without the conditions that are set forth in this Agreement—such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes—Big Lots would not make the Service available to you.

In some instances, both this Agreement and separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “**Additional Terms**”). Additional Terms may apply to some products and services offered on the Service and may be found at the place where the relevant product or service is offered. To the extent there is a conflict between this Agreement and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review our [Privacy Policy](#), which you accept by using the Service.

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I. INFORMATION PROVIDED ON THE SERVICE

A. Materials. A wide variety of material is posted on the Service by us and by our customers including without limitation, merchandise information, product descriptions, reviews, comments, health information, and in-store information (collectively, the “**Materials**”). The Materials that appear on the Service are for educational and informational purposes only. We strive to provide useful and accurate information, however errors may appear from time to time. Before you act on information you have found on the Service, you should confirm any facts that are important to your decision. Big Lots makes no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of the Materials and information on the Service. Big Lots is not responsible for, and cannot guarantee the performance of, goods and services provided by our advertisers or others to whose sites we link. Product information contained on the Service may be different from information contained on the product materials due to manufacturer changes. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding products that are not eligible for return).

No health or wellness information provided is intended to substitute for the diagnosis, treatment and advice of a medical professional and this information does not cover all possible uses, precautions, side effects and interactions and should not be construed to indicate that any drug is safe for you. Consult the product information (including package inserts) regarding dosage, precautions, warnings, and interactions with respect to health and wellness products, as well as your medical professional for guidance before using any over the counter drug.

B. Ownership. All copyrights, trademarks, trade dress, other intellectual property and materials, including images, text, illustrations, formats, logos, designs, icons, photographs, programs, music clips, video clips and written and other materials on or part of the Service (collectively, the “**IP**”) are owned, controlled or licensed by Big Lots and are protected by U.S. and international trademark and copyright laws. Software used on the Service is the property of Big Lots or its suppliers and is protected by U.S. and international copyright laws. The IP and software on the Service may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the IP is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of all IP is the exclusive property of Big Lots and is also protected by U.S. and international copyright laws.

Big Lots, the BigLots.com names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Service are trademarks or trade dress of Big Lots in the U.S. and other countries (“**Trademarks**”). All other marks are the property of their respective companies.

C. Limited License. Subject to your strict compliance with this Agreement and the Additional Terms, Big Lots grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to access, view, download, and print the materials displayed on the Service for your personal, non-commercial use only; provided, however, that you (i) retain all copyright, trademark or other proprietary designations or watermarks contained on all IP; (ii) do not modify or alter the IP in any way; and (iii) do not provide or make available the IP to any third party in a commercial manner. Other than this limited license, no license, right, title, or interest in any IP is transferred to you as a result of your use of the Service or your accessing, viewing, downloading, or printing of the IP. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the IP, the Service or any related software. In some instances, we may permit you to have greater access to and use of the IP, subject to certain Additional Terms.

Big Lots also grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with Big Lots or cause any other confusion, and (c) the links and the content on your website do not portray Big Lots or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Big Lots. Big Lots reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

D. Reservation of Rights. This Agreement and any applicable Additional Terms include only narrow, limited grants of rights to IP and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Big Lots and its licensors and other third parties. Any unauthorized use of any IP or the Service for any purpose is prohibited.

II. USE OF THE SERVICE

A. User Content Submission. Big Lots may now, or in the future, allow users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service, or on or in response to the Service or posts on any third party platforms or in connection with any promotions by any media or manner, or otherwise submit to us (e.g., on our Facebook or other social media pages, in response to our tweets, through a sweepstakes or content, or by mail) (collectively, “**submit**”) ideas, photographs, user profiles, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions, or other content, including personally identifiable information, through the Service (collectively, “**User Content**”). You may potentially be able to submit User Content through your profile, forums, blogs, message boards, social networking environments, content creation tools, social communities, contact us tools, email, and other communications functionality. Subject to the rights and license you grant in this Agreement, you are responsible for and retain whatever legally cognizable right, title, and interest that you have in your User Content.

By submitting User Content, you warrant that (1) you are the sole author and owner of the User Content; (2) you are at least 18 years old or if you are under the age of 18, you are at least 13 years old and your submission has been made under the supervision of a parent or legal guardian who agrees to be bound by this Agreement; and (3) use of any User Content you supply will not violate any term of this Agreement and will not cause injury to any person or entity.

(i) Non-Confidentiality of User Content. Except as otherwise described in our posted [Privacy Policy](#) or any Additional Terms, you agree that, notwithstanding your retained ownership interests (a) your User Content will be treated as non-confidential and non-proprietary by Big Lots – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, Big Lots does not assume any obligation of any kind to you or any third party with respect to your User Content. Upon Big Lots’ request, you will provide documentation necessary to authenticate rights to such User Content and verify your compliance with this Agreement or any applicable Additional Terms. You acknowledge that the Internet and mobile communications, and digital storage, may be insecure and subject to breaches of security so that your User Content is submitted at your own risk and you agree to hold Big Lots harmless with respect thereto.

In your communications with Big Lots, please keep in mind that Big Lots does not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, products, advertisements, software or otherwise (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you submit are deemed User Content and licensed to Big Lots as set forth below. In addition, Big Lots retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Our receipt of your Unsolicited Ideas and Materials is not an admission by Big Lots of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

(ii) License Grant for Submitted User Content. If you make any submission to the Service, you automatically grant, or warrant that the owner of such content has expressly granted Big Lots, a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content material in any media or medium, or any form, format, or forum now known or hereafter developed. Big Lots may sublicense its rights through multiple tiers of sublicenses. You should not submit any User Content to us that you do not wish to license to us. Big Lots is and shall be under no obligation (1) to maintain any User Content in confidence; (2) to pay any compensation for any User Content; or (3) to respond to any inquiries or questions in any User Content. You grant Big Lots the right to use the name that you submit in connection with any User Content and any likeness included therein.

(iii) Prohibited User Content. You represent and warrant that you will not submit the following User Content:

1. User Content that is false, inaccurate, or misleading;
2. User Content that violates any local, state, federal, or international laws;
3. User Content that infringes on the rights of others, including patents, copyrights, trademarks, trade secrets, publicity or privacy rights;
4. User Content that is unlawful, obscene, derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Big Lots in its sole discretion;
5. Advertisements, solicitations or spam links to other web sites or individuals, without prior written permission from Big Lots;
6. Chain letters or pyramid schemes;
7. User Content that impersonates another business, person or entity, including Big Lots, its related entities, employees and agents;
8. User Content that contains viruses or other harmful computer code;
9. User Content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
10. User Content for which you were compensated or granted any compensation by any third party unless otherwise authorized by Big Lots in writing; or
11. User Content that violates any policy posted on the Service, harms Big Lots, the Service or Service users, or interferes with the use of the Service by others.

Although Big Lots cannot monitor all User Content, you understand that Big Lots shall have the right, but not the obligation, to monitor the User Content of the Service to determine compliance with this Agreement and any other operating rules that may be established by Big Lots from time to time. Big Lots shall have the right, in its sole discretion, to edit, move, delete, or refuse to post any User Content submitted to, or posted on, the Service for any reason, including violation of this Agreement, whether for legal or other reasons. Notwithstanding this right, you are solely responsible for any User Content you submit.

B. Usage Rules.

(i) Accounts. You certify that the information you provide on the Service is accurate and complete. You will be responsible for the confidentiality of your username and password and for all statements made and acts or omissions that occur on your account. If you believe someone has used your password or account without your authorization, you must notify Big Lots immediately. Your account may also be restricted or terminated for any reason, at our sole discretion. We may also change, restrict access to, suspend, or discontinue the Service, or any portion of the Service, at any time without notice.

(ii) Objectionable Materials. Big Lots and its affiliates have no liability to you for content on the Service that you find offensive, indecent, or objectionable. Certain products, like videos, movies, TV programs, video games, and computer games are labeled with age restrictions and may be intended for mature audiences only. By ordering an age restricted item, you certify that you satisfy the age restrictions.

(iii) Age Restrictions. We sell products for children's use; however, these products are intended for sale to adults. If you are under the age of majority in your jurisdiction, you may use the Service only with involvement of a parent or guardian. Individuals may use the Service to create gift or wish lists for individuals, including children under the age of 13, by making product selections for the child; additional personally identifiable information about the child should not be provided.

(iv) Prohibitions. You are prohibited from:

- Violating or attempting to violate the security of the Service;
- Altering or attempting to alter, destroy or upload any content on the Service;
- Using any device, software, or routine to interfere or attempt to interfere with the proper working of the Service;
- Using or attempting to use any engine, software, tool, agent or other device or mechanism (except the search mechanisms provided by Big Lots or other third party commercially available web browsers) to navigate or search the Service;
- Impersonating any other person while using the Service;
- Using the Service to violate any local, state, federal or international laws;
- Using the Service to violate any third-party right, including any intellectual property or privacy right;
- Using the Service to stalk, harass or harm another individual;
- Using the Service to collect or store personal data about other users without their consent;
- Using the Service in a manner that suggests an unauthorized association with any of our licensors' products, services, or brands;
- Modifying, making derivative works of, disassembling, reverse compiling or reverse engineering any part of the Service or accessing the Service in order to build a similar or competitive site or service;
- Introducing software or automated agents or scripts to the Service so as to produce multiple accounts or to strip, scrape, or mine data from the Service;
- Sending unsolicited or unauthorized email, including promotions and/or advertising without Big Lots' express prior written approval;
- Using any high volume, automated, or electronic means, including, without limitation, robots, spiders, scripts or other automatic device, to access the Service or monitor or copy Service pages or the content contained thereon (other than the normal activities of commercially available search engines); or
- Framing Service pages, placing pop-up windows over its pages, or otherwise affecting the display of its pages without Big Lots' express prior written consent.

(v) Rights of Others. In using the Service, you must respect the intellectual property and other rights of Big Lots and others. Your unauthorized use of Content and/or IP may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Service, then please see [Section V](#) below.

C. Devices and Connectivity. Big Lots does not warrant that the software provided by Big Lots to utilize the Service or any other software used in connection with the Service will be compatible with other third party software nor do we warrant that operation of the Service and the associated software will not damage or disrupt other software or hardware. You are responsible for obtaining and maintaining all devices and other equipment and software, and all internet service providers, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them. You further agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Service and/or the Big Lots software.

By using the Service, you agree that Big Lots may change, alter, or modify the settings or configurations on your device in order to allow for or optimize your use of the Service (e.g., save content, access data, enable services, etc.). You must be connected to the Internet for the entire time you are using the Service, the cost and provision of which are your

responsibility. The quality of the display of the Material may vary from device to device, and may be affected by a variety of factors, such as your device, your location, the bandwidth available through and/or speed of your Internet connection. Big Lots makes no representations or warranties about the quality of the Service experience on your device or the ability of any device to access or display the Materials. In order to stream or download Materials, your equipment must meet certain system requirements, including but not limited to having high-speed Internet access. You may not download or stream Materials if you are located outside any designated territory and you will not try to circumvent territory restrictions (such as by using a proxy server). Please review any restrictions, including without limitation regarding simultaneous viewing, that may be posted from time to time and which shall be Additional Terms.

Any issues related to the Service and/or the Big Lots software, including any system requirements, are covered and limited by this Agreement. Please refer to the [Disclaimer](#) and [Limitation of Liability](#) provisions set forth in this Agreement.

III. THIRD PARTY SITES

A. Third Party Content and Sites. The Service may contain or may interact with or otherwise be associated with third party platforms, services, plug-ins, applications, ads, tools and/or other content, and/or links to third-party websites or other services that are not owned, controlled or operated by Big Lots (collectively, “**Third Party Services**”), including services operated by advertisers, licensors, licensees, e-commerce partners and certain other third parties who may have business relationships with Big Lots. This may include the ability to register or sign in to our Service using Facebook Connect or other third party tools, and to post content on third party sites and services using their plug-ins made available on our Service. We may also host our content, apps and tools on Third Party Services. Big Lots is not responsible for the content of any Third Party Services. Your use of a Third Party Service linked from the Service is at your own risk and will be governed by such third party's terms and policies.

References on the Service to any names, marks, products, or services of third parties, or links to Third Party Services or information are not an endorsement, sponsorship, or recommendation of the third party, its information, products, or services. Big Lots is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third Party Services. Some Third Party Services may impose fees for access to their resources through our Service and/or your account and you are responsible for all such fees. Finally, we will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third Party Services.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third Party Services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). By logging into or enabling Third Party Services within or in connection with your account, you are allowing us to pass your log-in information to these providers for this purpose. You hereby agree to indemnify Big Lots against all claims, injury and/or damages including, without limitation, attorneys' fees, that arise out of your use of any Third Party Service, including without limitation from any material that you post on any forum or social networking site in connection with us and/or any other claim related to your use of social media.

You hereby grant Big Lots an irrevocable perpetual license to use, reproduce, edit, create derivative works from, distribute, display, copy, transmit or otherwise use in any way, commercially or otherwise, any material that you post to any social networking site or other Third Party Service in connection with us or our Service.

IV. ORDERS

A. Acceptance and Billing. All billing information provided must be truthful and accurate. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY ORDER. By submitting such information, you grant to Big Lots the right to provide such information to third parties for purposes of facilitating the completion of orders initiated by you or on your behalf. Providing any false, untruthful or inaccurate information constitutes a breach of this Agreement for which we may cancel

your order. Before accepting an order we may request additional information from you. We may refuse or cancel an order for any reason including limitations on the quantities available, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance partners. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. Big Lots may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase during the checkout process, you agree to accept and pay for the item(s). You will not be charged for most orders until the order ships. You will be charged at the time your order is placed for: (1) orders or preorders paid for with a Gift Card, eGift Card or PayPal account; and (2) any orders paid using the in-store "Cash" payment method.

Big Lots reserves the right to limit the quantity of items purchased per person, per household or per order for any reason. These restrictions may apply to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address. If such limits are applied, we will notify you. Big Lots also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers of any kind.

B. Pricing and Tax Information. Big Lots cannot confirm the final price of an item (including any estimated tax or other charges) until after your order is placed. You may access up-to-date order information by visiting www.biglots.com/orders. Any applicable taxes, tax reimbursements or other applicable government fees or impositions are charged or collected for orders shipped to the U.S. The amount of any such charges is based on current rates. The sales tax rate applied to your order will generally be at the combined state and local rate for the address where your order is shipped. Estimated tax displayed during your order and on your packing slip is only an estimate, as many factors can change between the time you place your order and when your order ships. The actual amount of tax, government fees or impositions Big Lots collects may be different than the amount shown when you placed your order or on your packing slip, as such actual amount is not calculated until the time of shipment. Gift-wrap and delivery or shipping charges may also be subject to collection of tax, government fees or impositions in applicable jurisdictions. The applicable tax, government fees or impositions will be refunded for returned items, in accordance with applicable state laws. Gift Cards purchased at BigLots.com or at a Big Lots store are not taxable (but purchases made with gift cards may be subject to taxes, tax reimbursements, or other government fees or impositions). Government laws and rates are subject to change at any time. Certain purchases may be made while a tax-free event is effective (e.g. sales tax holiday). Eligibility and participation may vary, so visit the applicable jurisdiction's website for complete details. If you are not charged sales tax on a purchase made via the Service, you may owe "use tax" to your state of residency.

SHIPMENTS TO A SOUTH DAKOTA ADDRESS: YOU MAY OWE USE TAX DIRECTLY TO THE STATE OF SOUTH DAKOTA. In regards to merchandise purchased on Service and shipped to South Dakota, you should be aware that, unless your purchase is specifically excluded from South Dakota sales tax, South Dakota law requires each South Dakota purchaser to report any purchase that was not taxed and to pay applicable taxes on the purchase. The tax may be reported and paid on the South Dakota use tax form. The use tax form and related instructions are available on the South Dakota Department of Revenue website. This notice is required for South Dakota delivered purchases based on Senate Bill No. 146.

Pricing errors may occur on the Service from time to time. Big Lots reserves the right to cancel any orders containing pricing errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Big Lots. Big Lots may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Pricing for products may be different on the Service or from prices available in Big Lots stores or on Big Lots mobile applications (pricing and availability remain subject to confirmation at checkout for mobile users). It is also important to note that the Service may, in our sole discretion, offer a price match for identical merchandise sold in our stores or by other online retailers that also maintain brick-and-mortar store locations. See our complete [Price Match Policy](#) for details, the terms of which are incorporated herein and made a part of this Agreement.

C. Colors and Sizes. We have made significant efforts to accurately display the products that appear on the Service, including features such as colors and product sizes. However, we cannot guarantee that your monitor's display will accurately reflect actual product color, finish, or size. The actual colors you see when you view the Service depend on

your monitor and your settings. Product sizes may vary based on manufacturer, and different products from the same manufacturer may have different sizes.

D. Shipping, Delivery, and Risk of Loss. Delivery of items purchased from the Service to addresses outside the United States is limited. Some items also have restricted delivery within the United States. Some items may be available for pick up at physical store locations. Delivery times will be determined based on the method of shipping chosen when items are purchased and the destination of the items. Shipping and delivery charges could attract certain governmental charges, including taxes. Please see [Pricing and Tax Information](#) above and our [Shipping Frequently Asked Questions](#) for additional information.

Except as otherwise set forth herein, the risk of loss for and title to merchandise purchased on the Service passes to the purchaser upon tender of the merchandise to the carrier.

E. Returns. You may return your purchase in accordance with our [Return Policy](#), the terms of which are incorporated herein and made a part of this Agreement. Big Lots does not take title to returned merchandise until the merchandise return is processed and approved at a Big Lots location (i.e., at a Big Lots store or distribution center).

F. Promotional Codes. Promotional codes are limited in nature and may expire or discontinue with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, traded or otherwise offered. They are not redeemable for cash and are subject to cancellation or change at any time for any reason.

G. Gift Cards. All gift cards are issued by Big Lots Stores, Inc. and are deemed purchased in and issued from the State of Ohio. The risk of loss and title to gift cards passes to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable. Gift cards may or may not, at Big Lots discretion, be an accepted form of payment on the Service. For full terms and conditions related to gift cards, please see the back of the gift card.

V. INFRINGEMENT CLAIMS

A. Procedure for Alleging Copyright Infringement. We respect the intellectual property of others. We will promptly process and investigate notices of alleged copyright infringement by third parties and will take necessary action under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (“**DMCA**”), where appropriate, in accordance with our DMCA policy.

Pursuant to the DMCA, a notification of alleged copyright infringement by a third party should be sent to our designated agent. If you believe that your copyrighted work has been infringed under U.S. copyright law and is accessible on the Service, please notify us by contacting our designated agent. Even if you believe that the alleged infringing work was not posted by a third party, please send all notifications of alleged copyright infringement to Big Lots’ designated agent listed below.

To be effective under the DMCA, a notice of alleged copyright infringement by third parties must be a written communication to our designated agent that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an e-mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the

complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated agent for notice of claims of copyright infringement can be reached as follows:

By mail:

Big Lots Stores, Inc.
Attn: Office of the General Counsel (Copyright Infringement Claim)
300 Phillipi Road
Columbus, Ohio 43228
Telephone: 1-866-BIG-LOTS (244-5687)

This contact information is only for reporting claims of copyright infringement. Contact information for other matters is provided elsewhere in this Agreement.

Upon receipt of a valid notification of alleged copyright infringement by a third party, Big Lots will remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that it has removed or disabled access to this material. Big Lots reserves the right, in our sole discretion, to remove or disable access to the Service to any user at any time, including repeat alleged-infringers.

Be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer or by Big Lots, if injured by relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed against you, you may file a counter notification with the designated agent at the address listed above.

To be effective, a counter notification must be a written communication provided to the Big Lots' designated agent that includes the following:

1. A physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located and that you will accept service of process from the complainant who provided the original notification or an agent of such person or entity.

If we receive a valid counter notification, we will provide the complainant with a copy of the counter notification, inform the complainant that we will replace the removed material or cease disabling access to it in 10 to 14 business days from receipt of the counter notification, and replace the removed material or cease disabling access to it in 10 to 14 business days, provided that we have not received notice from the complainant that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on our system.

You should be aware that the DMCA provides substantial penalties for a false counter notice filed in response to a notice of copyright infringement. Claimants who make misrepresentations in their the counter notification statement may be liable for any damages, including costs and attorneys' fees, incurred by any copyright owner or copyright owner's authorized licensee, or by Big Lots, if injured by relying upon such misrepresentation in replacing the removed material or ceasing to disable access to it.

B. Procedure for Alleging Infringement of Other Intellectual Property. If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Service, then you may send Big Lots a written notice to the addresses set forth above that includes all of the following:

1. a legend or subject line that says: "Intellectual Property Infringement Notice";
2. a description of the intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);
4. your full name, address, telephone number, and email address;
5. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;
6. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and
7. your electronic or physical signature.

Big Lots will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to Big Lots with regard to any such notice is subject to suspension or termination. Big Lots may send the information that you provide in your notice to the person who provided the allegedly infringing material.

VI. DISPUTES; GOVERNING LAW; JURISDICTION

A. Disputes. Except as specifically stated herein, you agree that any disputes, actions, and claims relating to your use of the Service and all matters arising out of or related to the Agreement and any applicable Additional Terms (collectively "Disputes" or a "Dispute") shall be resolved exclusively by final binding arbitration, except that you may assert claims in small claims court in the county of your residence or in Columbus, Ohio, if your claims qualify. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Consumer Arbitration Rules. All of the AAA's rules are available at www.adr.org, and the rules governing consumer disputes are available at www.adr.org/consumer. The AAA's rules, including the rules governing consumer disputes, are also available by calling 1-800-778-7879. You may initiate arbitration by utilizing the forms available on www.adr.org. If you have any difficulty initiating arbitration, you may call the AAA at 1-800-778-7879. **You and Big Lots are each giving up the right to have disputes resolved in court before a judge and/or jury (except as stated otherwise in this Section VI).** The provisions of this Section VI constitute your and Big Lots' written agreement for resolving Disputes, including the agreement to arbitrate Disputes under the Federal Arbitration Act ("**Dispute Agreement**"). The most current version of this Dispute Agreement in effect when any Dispute arises shall govern resolution of any Dispute.

Payment of all filing, administration and arbitrator fees ("**Arbitration Fees**") will be governed by the AAA's rules. You agree to commence arbitration only in your county of residence or in Columbus, Ohio. We will reimburse to you Arbitration Fees you paid for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. The arbitration will be conducted based on written submissions unless you request a phone or in-person hearing, or the arbitrator determines that a phone or in-person hearing is necessary. The arbitrator may only award those damages and relief as a court could, and must follow the terms and conditions of the Agreement and this Dispute Agreement.

B. Governing Law. You agree that all Disputes will be governed by the Federal Arbitration Act (FAA), applicable Federal Law, and laws of the State of Ohio, without regard to conflicts of law principles.

C. No Class Action Matters. You and Big Lots each agree that resolution of any Disputes, whether in court or in arbitration, will be conducted and resolved only on an individual basis and not in a class, consolidated or representative action, and that any relief awarded, including equitable relief, shall only be awarded on an individual basis.

D. Equitable Relief. Notwithstanding anything to the contrary herein, you or Big Lots may bring suit in court to seek an injunction, a declaratory judgment or other equitable relief arising out of, or relating to, enforcement of Section I and Section II of the Agreement, or claims related to the validity or enforcement of your or our intellectual property rights.

E. No Jury Trial; Choice of Law and Forum for Court Proceedings. If for any reason a Dispute proceeds in court, other than for Disputes brought in a small claims court for qualifying claims, you and Big Lots agree: (i) that any such Dispute may only be brought in a state or federal court in Columbus, Ohio, to be governed by the FAA, applicable Federal Law, and the laws of Ohio, without regard to conflict of law principles; (ii) to further irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts in Columbus, Ohio; and, (iii) to waive any right to a trial by jury.

F. Severability. With the exception of Section VI(C), if any part of this Section VI is ruled to be unenforceable for any reason, then the remaining provisions of Section VI shall remain in force as if any portion ruled unenforceable were not included in this Section VI. If Section VI(C) is ruled to be unenforceable for any reason, then Section VI(A) shall no longer be enforceable, but the remainder of this Section VI shall remain in effect.

VII. DISCLAIMER

THE SERVICE IS PROVIDED BY BIG LOTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. BIG LOTS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SERVICE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, BIG LOTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BIG LOTS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED ON THE SERVICE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SERVICE, THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE ITEM. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

VIII. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL BIG LOTS OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SHAREHOLDERS, SUBSIDIARIES, OR AFFILIATES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT OR INDIRECT LOST PROFITS OR LOST BUSINESS DAMAGES, OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THE AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF BIG LOTS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IX. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Big Lots and its employees, directors, officers, agents, contractors and shareholders, from and against any and all claims, suits, investigations, inquiries, liabilities, losses, damages, costs and expenses, including without limitation, reasonable attorneys' fees and expenses, arising from or related to: (a) your use of the Service, including, without limitation, any User Content you submit to the Service; (b) any breach by you of this Agreement; (c) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; and (d) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity,

privacy, or other right of any person or entity. You will cooperate as fully required by Big Lots in the defense of any claim and losses. Notwithstanding the foregoing, Big Lots retains the exclusive right to settle, compromise, and pay any and all claims and losses. Big Lots reserves the right to assume the exclusive defense and control of any claims and losses. You will not settle any claims and losses without, in each instance, the prior written consent of an officer of Big Lots.

X. TERMINATION

This Agreement, and applicable Additional Terms, are effective unless and until terminated by either you or Big Lots. You may terminate this Agreement, and applicable Additional Terms, at any time, provided that you discontinue any further use of the Service. Big Lots also may terminate this Agreement, and Additional Terms, at any time and may do so immediately without notice, and accordingly deny you access to the Service, if in our sole discretion you fail to comply with any term or provision of this Agreement. Upon any termination of this Agreement by either you or Big Lots, you must promptly destroy all materials downloaded or otherwise obtained from the Service, as well as all copies of such materials, whether made under this Agreement or otherwise. The following sections shall survive any termination of this Agreement: Section I, Section II (A), Section III (A) and (B), Section VI, Section VII, Section VIII, Section IX, Section XI, Section XII, and Section XIII.

XI. PRIVACY

You acknowledge that any information that you provide through the Service will be provided and used in accordance with Big Lots' [Privacy Policy](#), the terms of which are incorporated herein and made a part of this Agreement.

XII. NOTICES, QUESTIONS AND CUSTOMER SERVICE

You agree that: (1) Big Lots may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Service, or in another reasonable manner; and (2) Big Lots may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address by logging on to your account if you have created an account, or by calling on of our Customer Care representatives at 1-866-BIG-LOTS (244-5687). All legal notices to us must be sent to:

Big Lots Stores, Inc.
Attn: Office of the General Counsel (Legal Notice)
300 Phillipi Road
Columbus, Ohio 43228

If you have a question regarding using the Service, you may contact Big Lots Customer Care [here](#) or call our toll-free number at 1-866-BIG-LOTS (244-5687). You acknowledge that the provision of customer support is at Big Lots' sole discretion and that Big Lots has no obligation to provide you with customer support of any kind.

XIII. GENERAL

A. Entire Agreement and Changes to Agreement. This Agreement, and any applicable Additional Terms, as amended from time to time, represents the complete agreement between the parties and supersedes all prior agreements and representations between them. We may change the terms of this Agreement, and/or Additional Terms, from time to time. Any new Agreement or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Agreement (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use and any specific term to which we previously committed to apply those terms (if applicable) (i.e., changes and additions are prospective only) unless mutually agreed. By continuing to use the Service after we post any such changes,

you accept the Agreement, as modified. You can reject any new, revised or additional terms by discontinuing use of the Service.

B. Consent or Approval. As to any provision in this Agreement or any Additional Terms that grants Big Lots a right of consent or approval, or permits Big Lots to exercise a right in its “sole discretion,” Big Lots may exercise that right in its sole and absolute discretion. No Big Lots consent or approval may be deemed to have been granted by Big Lots without being in writing and signed by an officer of Big Lots.

C. Export Policy. By using the Service, you acknowledge that some goods licensed or sold on the Service are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received, and you agree to comply with all applicable laws. By purchasing, downloading or using technology or software from the Service, you agree to abide by the applicable laws, rules and regulations and you agree, represent and warrant that no Big Lots Materials will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through, exported to, or re-exported to any restricted territory (or national resident thereof), any person, entity or organization on the U.S. Treasury Department’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List, or otherwise in violation of any laws.

D. California Consumer Rights and Notices.

(i) Civil Code 1789.03 Disclosure. The Service is provided by Big Lots Stores, Inc., or its affiliates or subsidiaries, 300 Phillipi Road, Columbus, Ohio 43228 USA. If you have questions or concerns with an order or the Service, you may reach Big Lots Customer Care at 1-866-BIG-LOTS (244-5687). You may reach the **Complaint Assistance Unit** of the Division of Consumer Services of the California Department of Consumer Affairs at (800) 952-5210, or the California Department of Consumer Affairs Consumer Information Division at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

(ii) Civil Code 1714.43 Disclosure. Please see [Big Lots California Transparency in Supply Chains Act Disclosure](#) for an explanation of our efforts to eradicate slavery and human trafficking from our supply chain and other disclosures required by CA Civil Code 1714.43.

(iii) User Content Posted by California Minors. Any California residents under the age of eighteen (18) who have registered to use the Service, and who have posted content or information on the Service, can request that such information be removed from the Service by contacting Big Lots Customer Care [here](#) or at 1-866-BIG-LOTS (244-5687). In making such a request, you must state that you personally posted such content or information and detail where the content or information is posted. Big Lots will make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the post and archived copies of it may be stored by search engines and others that we do not control.

E. Electronic Communications and Contracts. When you communicate with Big Lots electronically, such as via email and text message, you consent to receive communications from Big Lots electronically. Big Lots will try to promptly respond to all inquiries, but Big Lots is not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that Big Lots provides to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree or consent via the Service it is intended to be an electronic signature which binds you as if you had signed on paper. You agree that your use of the Service, other than to read the Agreement and Privacy Policy, constitutes agreement to the Agreement and any applicable Additional Terms then posted without further action by you.

F. Investigations and Termination or Suspension of Access. You agree that Big Lots shall have the right, without limitation and without any obligation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of this Agreement and any applicable Additional Terms or any potential harm to our users or third parties, (iii) use and/or disclose any information obtained by Big Lots in connection with the forgoing or to comply with law enforcement requests or legal requirements in accordance with the Big Lots [Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in connection with any of the foregoing matters, (v) prosecute violators of this Agreement and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or suspend or terminate your access to it, in whole or in part, including

any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Big Lots under this Agreement or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Big Lots, all rights granted to you under this Agreement or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of this Agreement and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Big Lots in this Agreement, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

G. Assignment. Big Lots may assign its rights and obligations under this Agreement and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. This Agreement and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Big Lots.

H. Headings. Headings used in this Agreement are for reference purposes only and in no way limit the scope of the section.

I. Forward-Looking Statements. The Service may include statements concerning Big Lots' operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives that are forward-looking statements. These statements are based upon a number of assumptions and estimates that are subject to significant uncertainties, many of which are beyond our control. When used on the Service, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends" and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Service, and the information contained herein, does not constitute an offer or a solicitation of an offer for the purchase or sale of any securities.

BIG LOTS AND ITS AGENTS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS LOCATED ON THE SERVICE.

J. Severability; Interpretation. If any provision of this Agreement, or the Additional Terms, is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and all terms and conditions of this Agreement (as reformed) or the Additional Terms shall remain in full force and effect.

K. No Waiver. Except as expressly set forth in this Agreement and any applicable Additional Terms, (i) no failure or delay by Big Lots to take action with respect to a breach of this Agreement or any Additional Terms by you or others will constitute a waiver and shall not limit Big Lots' rights, powers, or remedies with respect to such breach or any subsequent breaches, and (ii) no waiver or modification of any term of this Agreement or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.