User Agreement


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

Introduction

To download or print our User Agreement (the "Agreement"), 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 on behalf of Big Lots Stores, Inc. This Agreement constitutes an agreement between you and Big Lots Stores, Inc. and its parent, affiliates and subsidiaries (collectively, "Big Lots", "we", "our" or "us") and applies to all our websites, including mobile and mobile apps, all products and services offered by (or when you visit our websites, and all other online service features, databases, plugins, 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 we set forth in this Agreement such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our restriction 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 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 online 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 access by clicking the Service.

A searchable table of contents is located at the top left side of this page. Click on the link to navigate to the full section. You can also click on "Top" at the bottom right page to take you back to the top of the contents.

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 non-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 whom we refer. 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 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 the 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 or 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 "MIP") 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. No IP or software on the Service may be used only as a viewing resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the MIP is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of all of 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 trademarks 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 licenses, right, title, or interest in any IP is transferred to you as a result of your use of the Service in your screening, viewing, downloading, or printing of the IP. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, or participate in any sale or exploit in any way, in whole or in part, any of the IP or any related software. In some instances, we may permit you to have greater access 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 bookmarks to the Service, so long as (a) the links only incorporate text, and do not use any Trademarks, (b) the Site 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 participate Big Lots or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive or that creates any right of any third party or any 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. Reservations of Rights. This Agreement and any applicable Additional Terms include only those 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 by 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 Submissions. Big Lots may now, or in the future, allow users of the Service the opportunity to create build and/or upload displayabbit to distribute transmit broadcast or
otherwise make available or submit through the Service, or on or in response to the Service or posts on any third party platform or in connection with any promotions by any mode or manner, or otherwise submit to or post on, or use Facebook or other social media pages, in response to our terms, through a寨 sensual or content, or by mail (collectively, "submit") ideas, photographs, user profiles, writings, music, video, audio recordings, computer programs, pictures, data, questionnaires, 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, forum, blog, message boards, social networking environments, content creation tools, social communities, contact us tools, email, and other communication functionality. Subject to the rights and licenses you grant to us in this Agreement, you are responsible for and retain whatever legally exploitable 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 terms of this Agreement and will not cause injury to any person or entity.

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 (e.g., 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 be retained (and may be released to the maximum extent not prohibited by applicable law) by Big Lots, which does not assume any obligation of any kind to you in any third party with respect to your User Content. Upon Big Lots' request, you will provide documentation necessary to enforce your 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 are 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 websites, apps, books, products, advertisements, software or otherwise (collectively, "Unsolicited Ideas and Materials"). Any Unsolicted Ideas and Materials you submit are deemed User Content and licensed by Big Lots as set forth below. In addition, Big Lots retains all of the rights held by members of the general public with respect 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 use or develop similar or identical ideas or materials obtained from any other person or entity.

License Grant for Submitted User Content

If you make any submission to the Service, you automatically grant, and warrant that the owner of such content has expressly granted Big Lots, a royalty-free, perpetual, irrevocable, worldwide, unrestricted, nonexclusive license to use, reproduce, create derivative works from, modify, publish, adapt, translate, distribute, perform, and display the communication or content material in any media or media, or any format, format, or forum now known or hereafter developed. Big Lots may sublicense their rights through multiples of sublicensees. If you do not submit any User Content to us as you direct with the license to Big Lots 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 provided in connection with any User Content and any Warranties included therein.

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, public rights or privacy rights.
4. User Content that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any person or entity as determined by Big Lots in its sole discretion.
5. User Content that contains viruses or other harmful computer code.
6. User Content that defames, harasses, degrades, or intimidates an individual or group of individuals on the basis of gender, sexual orientation, race, ethnicity, age or disability.
7. User Content for which you are compensated or granted compensation by any third party other than otherwise authorized by Big Lots in writing; or
8. User Content that violates any policy posted on the Service, terms Big Lots, the Service or Service users, or interfere 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: (a) remove or disable; (b) 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 legal or other reason. Notwithstanding this right, you are solely responsible for any User Content you submit.

B. Usage Rules

1. Accounts

You certify that the information you provide on the Service is accurate and complete. You will be responsible for the confidentiality of your own username and password and for all statements made and actions that occur on your account. If you believe someone has used your username or account without your authority, 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.

2. Objectively Valuable

Big Lots and its affiliates have no liability to you for content on the Service that you find irrefutably, indeed, or objectively. Certain products, like videos, movies, TV programs, video games, and computer games, are available 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.

3. Age Restrictions

We will provide products to 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 not use the Service 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.

4. Prohibitions

You are prohibited from:

- Violating or attempting to violate the security of the Service;
- Mining 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 engines, 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 rights, including any intellectual property or privacy rights;
- 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;
- Manipulating, making derivative works of, disseminating, 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 or using software, automated scripts or robots to the Service to access multiple accounts or to strip, scrape, or mine data from the Service;
- Sending unsolicited or unsolicited email, including promotions and/or advertising without a Big Lots express written approval;
- Using any advertising, automated, or electronic means, including, without limitation, robots, spiders, or other automatic device, to access the Service or monitor any

5. Release

If you upload any content that is unlawful, offensive, intimidating, or in violation of any law or local rule, you agree to release Big Lots (and its parent, subsidiaries, and Affiliates) from liability for anything resulting from your use of the Service.

6. Indemnity

You agree to indemnify, defend and hold harmless Big Lots (and its parent, subsidiaries, and Affiliates) from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service.

7. Disclaimers

Big Lots makes no warranty that the Service will be error-free, uninterrupted, available at any specific time or place, or meet your requirements. Big Lots makes no representation that the Service or any content is available for use outside the United States. Big Lots is not responsible for content created by third parties and available through the Service.

8. Limitation of Liability

Big Lots does not warrant that the Service or any content is available for your use and assumes no liability for any content, including but not limited to, the accuracy, completeness, timeliness, or usefulness of any content. While Big Lots takes reasonable precautions to prevent unauthorized access, Big Lots cannot guarantee the security of the Service.

9. Copyright

You agree that you are responsible for the content you submit to the Service and that you have the right to submit such content. Big Lots reserves the right to remove or modify any content that it deems to be in violation of this Agreement.

10. Miscellaneous

This Agreement constitutes the entire agreement between you and Big Lots with respect to the Service and supersedes any prior agreements between you and Big Lots relating to the Service. This Agreement is governed by the federal and state laws of the United States and the laws of the State of Ohio, and you submit to the exclusive jurisdiction of the federal courts and courts in Ohio.

11. Contact Us

If you have any questions about this Agreement, please contact us at support@biglots.com.
III. THIRD PARTY SITES

A. Third-Party Context and Elise. The Services may contain or may interact with or otherwise be associated with third-party platforms, services, plug-ins, applications, ads, tools and/or other content, or links to third-party websites or other services that we do not own, control or operate by Big Lots subsidiary, “Third-Party Services.” In providing services operated by advertisers, licensors, licensees, competitors, business 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 that you may make available on our Service. We may also share our content, apps and tools with Third-Party Services. Big Lots is not responsible for the content of any Third-Party Services. Your use of a Third-Party Service is made to the extent and with the right to be bypassed by such third-party terms and policies.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third party found on or through the Service (including or in connection with the Service or 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, all 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 those providers for this purpose. You hereby agree to indemnify Big Lots against all claims, injury or damages including, without limitation, attorneys’ fees, that arise out of your use of any Third-Party Service, including without limitation any material that you post on any forum or social networking site in connection with and/or any other claims related to your use of social media.

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 which 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 the product or pricing information, or problems identified by our credit and fraud avoidance partners. If your order is canceled after your credit card and/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 a cancelation occurs after your order is completed and if additional information is requested 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 the amount for a short period. Your card issuer determines the length of time before the pre-authorization is held. We do this to ensure that this card is 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 items. You will not be charged for most orders until your order ships. Your order will be charged the time your order is placed for (1) orders or purchases paid for with a Gift Card, eGift Card or PayPal account, and (2) orders paid using the 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 its 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 your order is placed. You may access up-to-date information by visiting www.biglots.com. 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 based on current rates. The sales taxes applied to your order will generally be as 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 only as an estimate, as many factors can change between the time you place your order and when we ship your order. The actual amount of tax, government fees or impositions Big Lots collect may be different than the amount shown when you placed your order. We may require additional or updated taxes for orders shipped to the U.S., to new or re-activated locations, to new or re-activated addresses, or to new or re-activated customers. Estimated tax displayed during your order and on your packing slip only as an estimate, as many factors can change between the time you place your order and when we ship your order. The actual amount of tax, government fees or impositions Big Lots collect may be different than the amount shown when you placed your order.

Gift card 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 reflected on returned items. In accordance with applicable state laws, Gift Cards purchased at Big Lots stores or at Big Lots online are not taxable but purchases made with gift cards may be subject to sales, tax reimbursements, or other government fees or impositions.

Government laws and rules are subject to change at any time. Curtains 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 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 residence.
SARRANTS TO A SOUTH DAKOTA ADDRESS: YOU MAY HAVE 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. 144.

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, upon the receipt of an order confirmation or shipping notice from Big Lots. Big Lots may, at its discretion, either correct your order for inaccuracies 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 sales). It is also important to note that the Service may, in its 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 of which of the terms are incorporated herein and made part of this Agreement.

C. Colors and Size: 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 the actual product colors, finish, or size. The actual colors you see may vary due to your monitor and system settings. Product sizes may vary based on manufacturer, and different products from the same manufacturer may have different sizes.

B. Shipping, Delivery, and Risk of Loss: Delivery of items purchased on 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 may also affect your tax or shipping. See Shipping Policy for more information.

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 ("DMCA") where appropriate, in accordance with our DMCA policy.

Prior to the DMCA, a notification of alleged copyright infringement by a third party should be sent to our designated agent. In the event that 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 infringement 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 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.
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 notices of claims of copyright infringement can be reached as follows:

By Mail:
Big Lots, Inc.
Attn: Office of the General Counsel (Copyright Infringement Claims)
300 Phillips Road
Columbus, OH 43228
Telephone: 1-866-BIG-LOTS (244-5647)

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 the 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 attorney fees, incurred by the alleged infringer or by Big Lots, Inc. (Ibid.) 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 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;
4. Your name, address, and telephone number, and a statement that you consents 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 in seven (7) to ten (10) business days from receipt of the counter-notification, and replace the removed material in seven (7) to ten (10) business days from our receipt of the counter-notification.
X. TERMINATION

This Agreement, and applicable Additional Terms, are effective until and until terminated by either you or Big Lotts. You may terminate this Agreement, and applicable Additional Terms, at any time, provided that you discontinue any further use of the Service. Big Lotts 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 Lotts, 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 II, Section III, Section IV, Section V, Section VI, Section VII, Section VIII, Section IX, Section X, Section XI, and Section XII.

XI. PRIVACY

You acknowledge that any information that you provide through the Service will be provided and used in accordance with Big Lotts’ 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 Lotts 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 Lotts may contact you by mail or email at the address provided to you. You agree not to prompt or call any change you email or mailing address by logging on to your account if you have created an account, or by calling our of our Customer Care representatives at 1-866-BIG-LOTTS (244-5687). All legal notices to us must be sent to:

Big Lotts Stores, Inc.
Attn: Office of the General Counsel (Legal Notices)
301 Phillip's Road
Columbus, Ohio 43219

If you have a question regarding the Service, you may contact Big Lotts Customer Care Team by calling our toll-free number at 1-866-BIG-LOTTS (244-5687). You acknowledge that the provision of customer support is at Big Lotts sole discretion and that Big Lotts 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 any prior agreements or representations between them. We may change the terms of this Agreement, and any Additional Terms, from time to time. Any new Agreement or Additional Terms will be effective as to new users and registrations as of the time that we post them, but in such late 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 your use and any specific term to which you previously consented to apply these terms (if applicable). If a change or addition is prospectively only, unless mutually agreed. By continuing to use the Service after we post any such changes, you accept the Agreement, as amended. 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 Lotts a right of consent or approval, as permitted Big Lotts to exercise a right in its sole discretion, Big Lotts may exercise that right in sole and absolute discretion. No Big Lotts consent or approval may be deemed to have been granted by Big Lotts without being in writing and signed by an officer of Big Lotts.

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, regulations and provisions, representations and warranties that no Big Lotts Materials will be accessed from, downloaded to, released or licensed, to, transported through, exported to, or re-exported to any restricted territory (or national resident thereof), any person, entity or organization which the U.S. Treasury Department’s Office of Foreign Assets Control in the U.S. Department of the Treasury or the U.S. Commerce Department’s Bureau of Industry and Security. You agree that you have not exceeded or attempted to exceed the rights granted to you under this Agreement or any Additional Terms.

D. California Consumer Rights and Notices.

1. Civil Code 1798.31 Disclosure. The services provided by Big Lotts Stores, Inc., its affiliates or subsidiaries, 301 Phillip's Road, Columbus, Ohio 43219 USA. If you have questions or concerns with an order or the Service, you may reach Big Lotts Customer Care at 1-866-BIG-LOTTS (244-5687). You may reach the Consumer Affairs Unit of the Department of Consumer Services at the California Department of Consumer Affairs at (800) 952-2211; or the California Department of Consumer Affairs Consumer Information Division at 1625 North Market Blvd., Suite A 121, Sacramento, CA 95814.

2. Civil Code 1714.43 Disclosure. Please see Big Lotts California Transparency in Supply Chain Act Disclosure for an explanation of our efforts to end slavery and human trafficking from our supply chain and other disclosures required by CA Civil Code 1714.43.

3. Use of Social Media by Big Lotts. Any California resident under the age of eighteen (18) who has 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 sending Big Lotts Customer Care (app at 1-866-BIG-LOTTS (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 Lotts will make reasonable good faith efforts to remove the post from prospective public view and 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.

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

5. Investigations and Suspension or Suspension of Access. You agree that Big Lotts shall have the right, without limitation and without any obligation, to: (i) investigate any suspected breaches of this 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; (ii) use and disclose any information obtained by Big Lotts in connection with the foregoing or to comply with any enforcement request or legal requirement in accordance with the Big Lotts Privacy Policy; (ii) take action and cooperate with law enforcement authorities in connection with any of the foregoing matters, in appropriate relations to this Agreement and any applicable Additional Terms, and to discriminate 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 Lotts under this Agreement or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or suspension from Big Lotts, 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 your suspension or termination. If you fail or refuse to Big Lotts in this Agreement, as well as the indemnities, warranties, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, class action, and mandatory arbitration.

6. Assignment. Big Lotts 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.
the 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.

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

1. 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 the safe harbor for forward-looking statements. The Service, and the information contained therein, does not constitute an offer or a solicitation of an offer for the purchase or sale of any security.

Big Lots and its agents assume no responsibility for any consequences relating directly or indirectly to any action or inaction you take based on the material located on the Service.

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

3. No Waiver. Except as expressly set forth in this Agreement and any applicable Additional Terms (if any), 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.