

Iris™ Limited Consumer Terms and Conditions and Iris™ Privacy Notice (November 18, 2014)

1. Introduction

1.1. Welcome to Iris. These terms and conditions (the "Terms and Conditions") set out the contractual basis on which Lowe's Home Centers, Inc., and Lowe's HIW, Inc. provide the Iris home monitoring and control services. Lowe's Home Centers, Inc. and Lowe's HIW, Inc., individually and collectively with their parent and wholly owned subsidiary and affiliated companies, shall be referred to herein as "Lowe's", "us", "we", and "our". "You" and "your" refer to you, the person accepting these terms and conditions, and anyone using or benefiting from your access to the Iris service, any Iris products, or Iris compatible products purchased or owned by you or contained in your residence.

1.2. These Terms and Conditions apply to the Iris monitoring and control services ("the Iris service" or "Iris") provided by us, which use one or more Iris wireless home monitoring and control products (the "Iris products") that you have purchased from Lowe's and any IRIS - compatible third party devices that have been approved by Lowe's to work with Iris (the "Iris-compatible products"). You should note that Lowe's accepts no responsibility for the Iris-compatible products and their functionality and these Terms and Conditions provide you with no additional rights from us as it relates to Iris products or Iris compatible products. Your Iris products and Iris compatible products should be covered by the appropriate warranties, terms, and conditions supplied by the devices' manufacturers and any warranties, return policies, or contracts, if any, with your retailer, including Lowe's.

1.3. Please read these Terms and Conditions carefully before using any Iris product, any Iris compatible product or the Iris service. By clicking a button or link marked "I agree" or using any Iris product, Iris compatible product, or the Iris service you are indicating your agreement to be legally bound by these Terms and Conditions.

1.4. We reserve the right to change these Terms and Conditions at any time by updating the relevant page on our website, www.lowes.com/iris. We will treat your continued use of the Iris service as your acceptance of the then-current Terms and Conditions, so please check our website from time to time to review them.

2. Accessing the Iris Service

2.1 To use the Iris service you will need (i) to buy the appropriate products from Lowe's, (ii) to have a wired Ethernet connection to an "always on" and always working broadband Internet connection or a properly functioning IRIS compatible, Verizon USB modem for cellular service (see Section 4.2.4 for more information on cellular service with Iris) , and (iii) access to a web browser to install, configure and use the service. In practice this means that you`ll likely need a spare socket on your broadband router - if you don`t have one then you`ll need to buy a small Ethernet hub or switch which will give you some additional sockets. You may use your home PC as your web browser for installation and configuration, but there`s no need to leave the PC

switched-on for the Iris system to work, unless it is required to maintain your Ethernet connection and "always on" broadband Internet connection. You must leave your broadband router powered at all times, have a working broadband Internet connection, and power to all the necessary devices for the Iris service to operate.

2.2 You will need to register online for the Iris service. We offer tiers of service that include both free and subscription options, described at www.lowes.com/iris (additional information is below in Section 4, Iris Services). If you opt to use the free Basic Level service, you will be asked to provide credit card authorization on registering the system but we will only bill your account if you then choose a subscription service, incur charges, fees, or taxes, or make purchases as set out in these Terms and Conditions below.

2.3 Once your system is registered and working, we may need to access your hub or devices to upgrade the firmware. These upgrades should not interfere with your service and will be completed at our discretion to ensure we can maintain the agreed level and quality of service. You agree that we or our service providers may access your hub, Iris products, or Iris compatible products as part of maintaining them, their connectivity to Iris, or the Iris Service.

3. The Use of Iris Products and Iris Compatible Products

3.1 The Iris products are supplied by Lowe's and other approved retailers to help enable you to monitor and control certain aspects of your home. The key component is the hub and you are free to add and remove different Iris products and Iris compatible products that work with the hub to suit your particular needs. Iris compatible products, made by many of Lowe's suppliers, should be clearly marked as "works with Iris" and contain the Iris logo. Only those products that are certified to work with Iris should be used and Lowe's accepts no responsibility for any failures as a consequence of attempting to register or use non-approved products. Iris uses open standards and can support some Z-Wave, Zigbee HA, and Wi-Fi compliant devices. However, when you attempt to register such uncertified devices on the Iris platform, we accept no responsibility for their operation and reserve the right to disconnect your equipment from the Iris platform and terminate your service without any notification or compensation or liability to you if we, at our sole discretion, believe their operation causes an issue.

4. Iris Services

4.1 We will manage and maintain the Iris platform to provide the Iris service you have selected to function with your Iris products and Iris compatible products; the price and scope of the services are subject to regular change so you should refer to www.lowes.com/iris for the latest details. You can select from various tiers of service ranging from the free basic, to the various paid subscription packages. There is no fixed contract so you can move between the various options at any time.

4.2 The subscription costs for each service are intended to cover the costs to us for our outgoing calls, text messages and emails to you associated with the normal use of the services level chosen. These costs to us are based on known activity patterns in the normal domestic environment and assumptions on the use of messaging. Based on these assumptions we have

approved allowances for each service level as follows:

4.2.1 Basic Level. This level of service allows for up to 12 emergency alarm events per year with notification via phone call, text message, and emails. In addition, fifty (50) e-mails per month for other personal events and system notifications, and 30 minutes of remote camera access per day.

4.2.2 Premium Service Levels. This level of service allows up to 120 emergency alarm events per year with notifications via phone call, text message, and email. In addition, you have unlimited email messages for other personal events and system notifications, and up to three (3) hours of remote camera access per day. Magic based messaging is unlimited for emails, but limited to 300 notifications per month for other message types (phone calls or text messages) in aggregate. How you receive, retrieve, and review your alarm events, messages, and notifications will depend on the device or devices you are using to access or maintain contact with Iris, including whether you receive "system status" widget notifications from a mobile application of your device.

4.2.3 Care Service. Care adds incremental features to the user interface and services specifically designed to help monitor people that are considered at risk in the home. There is an incremental cost for this service and it is only available to customers who subscribe to the Premium service. There approved messaging levels, alarm events, system notifications, and camera time allotment for care and possible incremental cost (per Section 4.3) is the same as Premium.

4.2.4 Optional Cellular Service. The Iris hub and compatible devices may also operate on cellular service; however, this requires purchase of an Iris compatible, Verizon USB modem direct from Lowe.com or another approved Lowe's retail partner or channel and connection of the Verizon USB modem to the Iris hub. Customers opting for cellular service can only use the approved Verizon USB modem supplied from an approved vendor with the Iris service - the modem will not support other cellular services. All Iris services will operate normally over the Cellular network with the exception of cameras; cameras will only operate when connected to a broadband router. The approved modem can only be used for the support of the Iris system and any cost occurred in attempting to use the modem for other purposes are the responsibility of the registered user. You can opt for different levels of Cellular Service:

4.2.4.1 Cellular Service Backup. This is designed to ensure your Iris system (excluding video) can work normally in the event of a temporary loss of Broadband. The service allows for up to 5Mb of data/month.

4.2.4.2 Cellular Service Primary. This allows your Iris system (excluding video) to operate in any property that has the appropriate power supplies but no broadband service. The service allows for up to 20Mb of data/month. Note that your Iris Smart Hub must first be set up for use via broadband, and then it can leverage the Cellular Service. The hub cannot be initially configured via the Cellular Service at this time.

4.3 In the event that you exceed the limits of the various service options, including Cellular Service options, you may incur additional costs:

4.3.1 Basic. For the Basic Service Level, we will provide you with seven (7) days notice during which you will be offered the option to upgrade to the Premium Service Level. If you do not choose to upgrade to the Premium Service, you will be charged a one time fee of \$9.99.

4.3.2 Premium. In the event that you exceed the limits of the Premium Service Level (with or without the addition of Care services), we will provide you with seven (7) days notice during which you will be offered the option to pay an additional monthly fee of \$5, which will double your messaging entitlement and remote camera access hours (Premium Service Level Extension) per month, beginning with the month you exceeded the Premium Service Level. If you decline the applicable option or go beyond the Premium Service Level Extension, then we reserve the right to terminate the service or cease messaging, email, and remote camera access once the applicable allowance for your plan has been reached. Once you agree to the Premium Service Level Extension, you will not be able to cancel the Premium Service Level Extension until your usage drops below the standard Premium Service Level limit for one month; you will be billed for a minimum of two (2) months - the month you exceeded the Premium Service Level limit and the following month or until your usage drops back below the standard Premium Service Level limits.

4.3.3 Care. As per Section 4.3.2

4.3.4 Cellular Service Backup. For Cellular Backup, we will provide you with seven (7) days notice during which you will be offered the option to upgrade to Cellular Primary.

4.3.4 Cellular Primary. In the event that you exceed the limits of the Cellular Primary Level (with or without the addition of Care services), we will provide you with seven (7) days notice during which you will be offered the option to pay an additional monthly fee of \$5, which will allow an additional 5Mb (Cellular Service Level Extension). If you decline the applicable option or go beyond the Cellular Service Level Extension, we reserve the right to terminate the service. Once you agree to the Cellular Service Level Extension, you will not be able to cancel the Cellular Service Level Extension for a minimum of two (2) months or until your usage drops back below the Cellular Primary Service Level limits.

4.4 In addition, we restrict messaging, calls, alarm events, and system notifications to any phone numbers or addresses that would levy any form of incremental cost to us for messaging and accept no responsibility for message delivery or costs to you when you are deemed by your carrier to be roaming nationally or overseas. The Iris system is designed to minimize incremental charges to us so all normal use is covered within the applicable charges for each service. However, we reserve the right to levy additional charges or terminate service without liability or notice to you if, in our sole discretion, the service is being used beyond what we consider to be fair and reasonable, beyond the intended service or product design parameters, or in an otherwise abusive, illegal, immoral or inappropriate manner.

5. System Backup

5.1 The Iris system needs to have power and operate over broadband Internet connection or cellular service to send and receive information from your home, including to use any alarm

event or alert functions, so it is important that you have a reliable "always on" and always working broadband.

5.2 If power to the home is lost, the back-up battery will ensure your system continues to operate in the home for up to 1 hour, but the hub will not be able to send data to the platform and your Iris service will not operate normally or may be inoperable unless you have a functioning Cellular Service Backup option. In the event you have set up your Iris system and preferences to send your emails to a working device (such as a "smart" phone with a data plan), in the event of such outage you will receive notification by email from us that your broadband has failed. This should highlight the problem and allow you to respond appropriately but we will not be able to identify the cause of the failure.

5.3 Where you feel there is risk of loss of primary communication from the property we recommend that you use the cellular back-up service. It is strongly recommended that the Iris Cellular module is adopted in conjunction with the Care service to ensure that alerts from the property can be transmitted from the property in the event of Broadband failure.

6. Payment Method

6.1 Approved Payment Method Required. Registration, activation, and use of the Iris service require a Lowe's approved credit or debit instrument (Payment Method). By submitting your Payment Method to us you represent and warrant that you are authorized to use the Payment Method as it relates to the Iris service and your obligations under these Terms and Conditions. We will bill any monthly fees or other charges to the Payment Method you provide to us during registration.

6.2 Changing or Expiration of Payment Method. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information by visiting our website and clicking on the "Account" link, available at the top of the pages of the Iris service. If your Payment Method reaches its stated expiration date and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

6.3 Your Payment Method Provider. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. It is your responsibility to check with the issuer of your Payment Method for details on any interest, fees, or charges associated with your Payment Method.

6.4 Credit Check Authorization. You authorize Lowe's to obtain a non-investigative consumer report, commonly referred to as a credit check or credit report, about you from a consumer reporting agency at any time that you are signed up to receive the Iris service.

7. Billing and Duration

7.1 Account Creation and Duration. Your Iris service, which may start with an initial

promotional offer, begins on the day your account is created (Billing Date) and will continue month-to-month unless and until you cancel your service or we terminate it. You must cancel your service before it renews on the next Billing Date in order to avoid billing of the next month's service fees to your Payment Method (See Section 11, Cancellation, below).

7.2 Billing. We automatically bill your Payment Method each month on the calendar day corresponding to your Billing Date. In the event your Billing Date is a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you started your Iris service on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. You acknowledge that the amount billed each month may vary (for reasons that may include promotional offers), and you authorize us to charge your Payment Method for such varying amounts.

8. Fees, Charges, Taxes, and Credits

8.1 Advance payment. All fees, charges, and taxes, if any, are payable in advance via your Payment Method and billed in accordance with these Terms and Conditions.

8.2 Service Level Offerings. We offer one or more tiers or levels of service ("Service Levels"). We do not charge a fee for Basic Level Service; however, there may be costs if the service is beyond what we at our discretion deem to be normal use, see Section 4 for information regarding any additional fees that may apply. We offer one or more tiers or levels of service beyond the Basic Level and these additional Service Levels require a fee. We may offer a number of Service Levels, including special promotional plans or Service Levels with various limitations and fees. For fees, options, and limitations, see www.lowes.com/iris.

8.3 Modification and Notice. We reserve the right to modify, terminate or otherwise amend Service Levels without notice. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email or through the Iris service.

8.4 Additional Charges; Applicable Taxes. You agree to pay all charges for the service and any applicable federal, state, or local taxes that may apply to your Service Level. You should note that we accept no responsibility for the delivery of messages by your chosen service provider and we accept no responsibility for any additional charges they may levy in association with the use of the Iris service.

8.5 Credits. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("Credits"). The amount and form of such Credits, and the decision to provide them, are at our sole and absolute discretion. The provision of Credits in one instance does not entitle you to Credits in the future for similar instances, nor does it obligate us to provide Credits in the future, under any circumstance.

9. Changing Service Levels; Third Party Service Level Providers and Other Third Party Providers

9.1 Service Level Changes. You may change your tier or level of service ("Service Level") at any time. Additional Service Levels and the fees associated with these Service Levels will be listed within www.lowes.com/iris. Any request to change your Service Level will take effect as soon as the Iris system processes the request (the "Effective Date"). This may or may not correspond to your existing Billing Date or the date you requested the change. Your service fees will be pro-rated if you select a higher Service Level or a pro-rated refund (credit) may be granted if you select a lower Service Level. Any and all pro-rations or refunds are at Lowe's sole discretion and will be based upon the difference between the Effective Date and the Billing Date as solely determined by Lowe's and will show up as a respective charge or credit via your Payment Method. You will receive immediate confirmation of any service change either directly from the Iris system or via email.

9.2 Third Party Service Level Providers. Some of these Service Levels are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties.

9.3 Other Third Party Service Providers. Certain Iris services, applications, functions, or benefits and certain Iris products and Iris compatible products are provided in conjunction with or in cooperation with third party providers ("Other Third Party Providers"). You understand these Other Third Party Providers may suffer faults, failures or outages of their services or offerings, and You agree Sections 12, 13, 14, 15, 16, 17, 18 and 19 of these terms and conditions apply to us and these Other Third Party Providers in these instances. The provisions of those Sections shall apply for the benefit of such Other Third Party Providers and can be relied upon and enforced accordingly as if they were named as parties in those Sections instead of us.

10. Cancellation, Failure to Pay, and Breach of Terms and Conditions

10.1 Cancellation, No Refunds. If you cancel this service, your cancellation will be effective as of your next Billing Date. You will not receive a refund for the service to be delivered prior to your next Billing Date.

10.2 Effect on Products. Please note that cancelling your service won't affect your ownership of any Iris products that you've purchased from us, or your obligation to pay for them, and we'll be under no obligation to accept their return, or provide any credit or refund for them.

10.3 Failure to Pay; Breach of the Terms and Conditions. If you fail to make any payment when due, or if you breach any of these Terms and Conditions, Lowe's may immediately disconnect your equipment from the Iris platform and terminate your service without any notification or compensation or liability to you.

10.4. Other Termination. You agree we may terminate your Iris service for any reason at any time and for any reason at our sole discretion, including but not limited to your actual, suspected, or alleged use, abuse, or misuse of Iris service, Iris products, or Iris compatible products contrary to any law or regulation or right of any third party.

11. Initial Promotional Offering - Premium Service

11.1 Initial Promotional Offerings. Your Iris membership may start with a Promotion trial of particular services. This trial will last for as long as we specify during sign-up. You should note that Promotional trials may not be combined with any other offers. You must have a current valid accepted Payment Method as indicated during sign-up, to use our service. If you or another member of your household has been a Iris member within the previous twelve (12) months, or if your Payment Method, physical address or email address has been associated with an Iris membership, or if you are using the Iris service from a hub that previously was activated on a different Iris account, you are not eligible to receive Promotion trials or participate in any initial promotional offering.

11.2 Promotional Offerings and Paid Services Levels. We will begin billing your Payment Method for selected services at the -current price listed on www.lowes.com/iris at the end of the initial promotional offering unless, prior to the end of the free trial period, you cancel the selected service in the manner specified in the offering. To view the specific details of your Iris service, click the "Account" tab on the home page of your Iris service. Your Payment Method will be authorized for up to approximately one (1) month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your initial promotional offering in the manner specified in the offering. You may receive a notice from us that your initial promotional offering has ended or that your paid subscription to your Premium Service has begun. **IF YOU CANCEL PRIOR TO THE END OF YOUR FREE TRIAL IN THE MANNER SPECIFIED IN THE OFFERING, THERE WILL BE NO CHARGES TO YOUR PAYMENT METHOD. TO DO SO, CLICK THE "ACCOUNT" TAB AT THE TOP OF ANY IRIS WEB PAGE TO ACCESS CANCELLATION INSTRUCTIONS.** We will continue to bill your Payment Method on a monthly basis for your Premium Service level fee until you either change or cancel your service. You may cancel your Iris service at anytime; however, there are no refunds or credits for partially used periods.

12. Monitoring and Notification Service; Text Messaging Carriers

12.1 The Iris service is not a certified service for emergency response and may not be linked to any emergency service contact numbers. It is your responsibility to ensure that the appropriate event messages can be relayed to you and your designated contacts. It is also your responsibility to determine the appropriate response to all events and you accept that, upon receiving a notification, you are entirely responsible for your response and that of your designated contacts. Should such a response incur costs, you accept full liability for those costs. If you attempt to use Iris products and services for medical emergency notification, you accept that such use of the services, regardless of any delay, involves uncertainty, risk and possible serious injury, disability or death, for which you will not attempt to hold us responsible or liable. You acknowledge that the Iris equipment may experience signal transmission failures or delays for any number of reasons. Your designated contacts are authorized to act on your behalf. You acknowledge that the Iris system employs a number of measures to help reduce occurrences of false alarms (including, without limitation, the implementation of default settings and various procedures to determine when and how to respond, if at all, to certain events) and you accept our use of these measures. You acknowledge that the Iris system has not been designed or programmed pursuant

to any law, code or rule that may be applicable to your particular premises or jurisdiction, including, but not limited to, any state or local codes, including any requiring permits for security systems, provisions of the National Fire Protection Association, or the International Residential Code (collectively "Codes"). Where Codes require permits, you acknowledge that it is your sole responsibility to comply with the Codes and acquire any such permits.

12.2 The carriers supporting the Iris text messaging services are Alltel, AT&T, Boost Mobile, CellCom, CSpire, Cellular South, Cincinnati Bell, MetroPCS, Ntelos, Nextel, Sprint, T-Mobile, US Cellular, Verizon Wireless, Virgin Mobile. We cannot provide any guarantee that messaging will operate on any other carrier. See your plan with your carrier for any charges related to text messaging or data usage relating to your use of Iris.

13. AVAILABILITY, SECURITY, AND PRIVACY

13.1 The Iris service may be suspended temporarily without notice in the case of attempts at denial of service, system failure, maintenance or repair, or circumstances beyond our reasonable control. No credit or refund will be provided for any period during which the Iris service is suspended or unavailable. In addition, we will not be responsible for, nor provide a credit or refund for, loss or interruption in Iris service or the benefits of Iris service to you caused by third parties, including your internet broadband service provider, cell phone service provider, or utility providers.

13.2 Your ability to receive - and your receipt of - notifications sent to you by the Iris service depends on your various devices and service providers. We cannot and do not provide any guarantees for the availability or security of these products and services. We cannot and do not provide any guarantees for your ability to receive notifications sent to you by the Iris service. You must test the Iris service to ensure compatibility. You should also check with your operator and test your system when travelling, particularly outside the United States, including for any additional charges that may apply or issues with use of Iris.

13.3 Your Iris service includes important email and text messages relating to alerts, system status and important account updates. These are a core part of the Iris service and separate from the other marketing services Lowe's offer. You can elect not to receive these messages by clicking 'cancel'; on the bottom of the emails or accessing your account to cancel messaging. It is recommended that you do not block this messaging. This does not affect your rights under the Privacy Statement below.

13.3 You acknowledge that data transmitted between you and us may be intercepted, lost or compromised by others and we accept no liability for the interception, loss or compromise of such data. For example, please be aware that emails in particular are not secure.

13.4 You acknowledge that you alone are responsible for protecting your computer hardware, software, data, Iris products, and Iris compatible products from unauthorized access, viruses, spyware and all other types of malicious code.

13.5 You acknowledge that you are responsible for keeping any passwords and PIN numbers

used for accessing the Iris service confidential, and for keeping keyfobs (as applicable) under your control and secure. You should log out from www.lowes.com/iris when it is not being used. You are responsible for notifying us immediately if you believe that the security of your account may have been compromised in any way.

13.6 The Iris Privacy Notice is incorporated into these terms and conditions as if fully set forth herein, and by accepting these terms and conditions, you also accept and acknowledge receipt of the Iris Privacy Notice.

14. Warranties

14.1 Limited Warranty. This limited warranty gives specific legal rights. You may also have other rights which may vary from state to state as well as rights related to your Iris products and Iris compatible products supplied by your devices' manufacturers or retailers. We warrant to you that all Iris services sold by us to you will perform in accordance with these Terms and Conditions with respect to their specifications as set out on our website at the time of purchase for twelve (12) months from the later of the date of purchase or delivery/activation (the "Warranty Period"). If, during the Warranty Period, you find any Iris service to be defective you may notify us at your own expense and, if we confirm that there is a defect that originated with us, we will repair it, replace it, or offer a refund or credit, at our discretion. This limited warranty is for your benefit only and may not be transferred to or enforced by any other person. You may choose to buy an extended warranty from us at the time of purchase and this will provide additional rights to the extent outlined in the terms and conditions of the applicable extended warranty. Product warranties are as supplied by the device manufacturer. Connecting or attempting to connect non-Iris compatible devices to the system could invalidate your product warranties.

14.2 Exclusive Warranty; Disclaimer of Other Warranties. Except where prohibited by law, the Limited Warranty contained herein is the sole warranty provided to you by us and all other warranties, express or implied, including the warranty of merchantability and warranty of fitness for particular purpose, are hereby disclaimed by us.

15. No Guarantee; Limitation of Liability

15.1 Limitation of Liability. This section explains our limited liability to you. In accepting these Terms and Conditions you are acknowledging that the sole purpose of the Iris service is to provide a personal monitoring and control service for your property. We accept no liability for the failure of the system and you should not use the system in applications where any such failure could result in hazards, damage or losses of any description. You acknowledge that we are not insuring you against any losses that may result from any failure of the Iris services.

15.2 Home Security/Protection Use/Care. You may choose to use the Iris service and certain Iris products or Iris compatible products to provide self-monitored, alert-based security or protection for your home. You may also choose to use the Iris Service and certain Iris products or Iris compatible products to provide you additional assistance in your efforts to provide care to another, or others in providing care to you. However, this is not an emergency response service

and it cannot be connected directly to the police or other public services. It is your responsibility to monitor your system, or have another you trust to monitor your system, and respond appropriately to information and events. You acknowledge that we cannot be responsible for, and accept no responsibility for, the security or care of you, those you provide care to, your family, your home and your possessions. You agree that we will not be responsible for any security breaches or losses under any circumstances. In addition, the Iris Care service cannot be considered a lifesaving solution for people at risk in the home and it is no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

15.3 Limitations. Iris equipment and services cannot eliminate occurrences of events including, but not limited to, fires, floods, burglaries, robberies, and medical issues. Other than the limited warranty set forth in Paragraph 8.1, we make no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the Iris products, Iris compatible products, equipment, and services (including Iris) provided will detect, avert or minimize such incidents or their consequences. We do not accept any risk that you or your property, or the person or property of others, may be subject to damage, injury or loss if such an event occurs, and we accept no liability for any such damage, injury or loss. The allocation of such risk remains with you and not with us. In accepting these Terms and Conditions, you release, waive, discharge and promise not to sue or bring any claim of any type against us for any damage, injury or loss relating or alleged to relate in any way to the equipment or services provided by us.

15.4 IN NO EVENT WILL WE BE LIABLE TO YOU (AND IN NO EVENT WILL YOU ATTEMPT TO HOLD US LIABLE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, AGGRAVATED, EXEMPLARY OR CONSEQUENTIAL DAMAGE, LOSS, COST OR EXPENSE OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OPPORTUNITY COSTS AND ANY SUCH DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR LOSS) WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. No Insurance; Waiver of Subrogation.

16.1 You acknowledge that we are not providing insurance of any type. Your payments are not insurance premiums. Our fees for services and products are not related to the value of your property, anyone else's property located in your premises or any risk of loss at your premises. They are based solely upon their own inherent value and reflect the limited liability that we assume under these Terms and Conditions. You should protect against any risk of loss at your property with the appropriate insurance coverage. In the event of any loss, damage or injury, you must look exclusively to your insurer, and not to us, for compensation. In accepting these Terms and Conditions, you release and waive for yourself and your insurer all subrogation and other rights to recover against us arising as a result of the payment of any claim for loss, damage or injury

17. Exclusive Remedy

17.1 It is impractical and extremely difficult to determine the actual damages, if any, that may result from a failure by us to perform any of our obligations. If, notwithstanding the provisions of Section 15, we are found liable for loss, damage or injury under any legal theory relating in any way to the services and/or equipment provided by us or on our behalf, our liability to you shall be limited to \$500. This agreed-upon amount is not a penalty. Rather, it is your sole remedy.

17.2 The provisions of this Section apply no matter how any alleged loss, damage, injury or other consequence occurs, even if due to the performance or non-performance by us of our obligations or from negligence (active or otherwise), strict liability, violation of any applicable law, or any other theory of liability or alleged fault on the part of us, our agents or our employees.

18. Indemnity, Arbitration, Limitation on Claims, Benefit to Others, and Other Party's Limitation.

18.1 **Indemnity.** If any other person or entity, including your subrogating insurer, makes any claim or files any lawsuit against us in any way related to the equipment or services provided by us or on our behalf, you agree to indemnify, defend and hold us harmless from any and all such claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees. Your duty to defend is separate and distinct from the duty to indemnify and hold harmless and arises upon the assertion of a claim or demand against us and regardless of whether we have been found liable or incurred any expense.

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

18.2.1 **Binding arbitration.** You agree to submit any claim, dispute, action, cause of action, issue, or request for relief to binding arbitration rather than by filing any lawsuit in any forum other than set forth in this section. Further you agree arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this agreement. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to your use of the Iris Service. Any dispute or claim made by you against us arising out of or relating to these Terms and Conditions or your use of the Iris service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that you may take claims to small claims court if they qualify for hearing by such a court.

18.2.2 **Arbitration Procedures.** You must first present any claim or dispute to us by contacting our Customer Care Center to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the then current and applicable rules of a Nationwide Arbitration Organization as modified by this agreement. You and Lowe's agree that this agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. Unless you and Lowe's agree otherwise, any arbitration will take place in

Charlotte, North Carolina, and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying those rules applicable to large/complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the selected arbitrator's rules. Any arbitration shall be confidential, and neither you nor Lowe's may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

18.2.3 Costs of arbitration. All administrative fees and expenses of arbitration will be divided equally between you and Lowe's. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing.

18.3 Time to Bring Claim or Suit. Notwithstanding section 18.2 above, no arbitration, suit or action can be brought against us more than one (1) year after the date of the incident alleged to have resulted in the loss, injury or damage (or, if greater, the shortest duration permitted under applicable law).

18.5 Benefit to Others. The provisions of this Section shall apply to and benefit us and our agents, employees, contractors, subsidiaries, dealers, affiliates, parents (both direct and indirect), affinity marketers and other 3rd party suppliers and partners.

18.6 Other Party's Limitation. If you purchased equipment or services from us through another entity or person (or based on a referral from another entity or person), you accept that such other entity or person acts solely as an independent contractor and that such other person or entity is entitled to the same rights to which we are entitled under these Terms and Conditions, including Section 9.

19. General

Please send any formal notices to us by email at www.lowes.com/cd_Iris_Solutions_Center_1377803835565 and confirm them by mail to Iris, PO Box 1000, (Mail Code NB5BD), Mooresville, NC 28115 .

19.1 Our failure to exercise any of our rights under these Terms and Conditions shall not be deemed to be a waiver of such rights or a waiver of any breach of these Terms and Conditions. We may assign any of our rights or delegate any of our obligations under these Terms and Conditions without your prior consent. You shall not assign any of your rights, nor delegate any of your duties, under these Terms and Conditions without our prior written consent.

19.2 If any term or provision hereof should be held to be invalid, unenforceable, or illegal, such holding will not invalidate or render unenforceable any other provision hereof, and the remaining provisions will not be impaired thereby.

19.3 These Terms and Conditions will be governed by and interpreted in accordance with the laws of the State of North Carolina, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. You agree that the exclusive jurisdiction (personal and, as allowed, subject matter) and venue for any action relating to these Terms and Conditions shall be a federal or state court in Statesville, North Carolina, and you consent to such jurisdiction and venue.

20. Iris Privacy Notice **Effective Date: Nov 21, 2012**

Iris respects your concerns about privacy. This Privacy Notice applies to personal information we collect on Iris. The term "Site" refers to the areas of Iris that are covered by this Privacy Notice.

This Privacy Notice describes the types of personal information we collect on the Site, how we may use that information and with whom we may share it. The Privacy Notice also describes the measures we take to protect the security of the personal information. We also tell you how you can reach us to ask us to update your preferences regarding how we communicate with you or answer any questions you may have about our privacy practices.

Click on one of the links below to jump to the listed section:

- [Information We Collect](#)
 - [Information We Collect by Automated Means](#)
 - [Interest-Based Advertising](#)
- [How We Use the Information We Collect](#)
- [Sharing of Information](#)
- [Your Choices](#)
- ["Do Not Track" Signals](#)
- [Notice to California Customers](#)
- [How We Protect Personal Information](#)
- [Links to Other Sites](#)
- [Updates to Our Privacy Notice](#)
- [How to Contact Us](#)

Information We Collect

You may choose to provide us with personal information (such as name, contact details and payment information) through our Site. Here are the types of information you may submit:

- Contact information, such as your name, postal address, telephone number, and email address.
- Login and access credentials (such as username and password) for accounts maintained on our Site.
- Payment information, such as your payment card number and expiration date.
- Detailed information about your Iris purchases and selected services.
- Questions, communications and other content you submit, such as photographs, product information and details about your various devices in your home.

Information We Collect by Automated Means

Web Analytics. When you visit our Site, we may collect certain information by automated means, using technologies such as cookies, Web server logs and Web beacons. Cookies are small text files that websites send to your computer or other Internet-connected device to uniquely identify your browser or to store information or settings in your browser. Your browser may tell you how to be notified when you receive certain types of cookies and how to restrict or disable certain cookies. Please note, however, that without cookies you may not be able to use all of the features of our Site.

In conjunction with the gathering of information through cookies, our Web servers may log information such as your operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone where your device is located. The Web server logs also may record information such as the address of the Web page that referred you to our Site and the IP address of the device you use to connect to the Internet. They also may log information about your interaction with this Site, such as which pages you visit. To control which Web servers collect information by automated means, we may place tags on our Web pages called "Web beacons", which are small files that link Web pages to particular Web servers and their cookies.

We may use third-party Web analytics services on our Site, such as those of Google Analytics. These service providers use cookies and web beacons to help us analyze how users use the Site. The information collected by the cookies and Web beacons (including your IP address) will be disclosed to these service providers, who use the information to evaluate your use of the Site. To learn about opting out of Google Analytics, please click [here](#).

We may use the information collected through automated means for market research, data analytics and system administration purposes, such as to determine whether you've visited us before or are new to the Site, and for compliance with our legal obligations, policies and procedures. We also may use this information to target custom content and ads to you on this and other websites, including as described below.

Service Delivery. When you connect devices to Iris they transmit data directly or indirectly to the Lowe's platform. This data is collected, stored and analysed to deliver the various Iris services. In some cases, we use third-party analytics and pass relevant data to other service providers to support and deliver the services we offer. Where we do this, we have contracts with partners restricting how this data can be used. In particular, where we pass any personal data this will only be done where it is needed to enable the delivery of specific services or benefits and this will be subject to your specific agreement when requesting the particular service or benefit.

Interest-Based Advertising

Data about your activities online is being collected on our Site for use in providing advertising tailored to your individual interests. You may choose whether or not to have your information collected for that purpose. This section of the Privacy Notice provides details and explains how to exercise that choice.

You may see certain ads on other websites because we participate in advertising networks administered by third parties. These networks track your online activities over time by collecting information through automated means, including through the use of cookies, Web server logs and Web beacons, and they use this information to show you advertisements for Iris that are tailored to your individual interests. The information they collect includes information about your visit to our Site, such as the pages you have viewed. This collection and ad targeting takes place both on our Site and on third-party websites that participate in the ad network, such as sites that feature advertisements delivered by the ad network. This process also helps us track the effectiveness of our marketing efforts. To learn more about ad networks, including how to opt out, [click here](#).

How We Use the Information We Collect

We may use the information we collect to:

- Operate and support the Iris services
- Provide, administer and communicate with you about products, services, events and promotions (including by sending you newsletters, coupons and other marketing communications).
- Process, record and track your purchases, payments and rebates.
- Process, evaluate and respond to your requests, inquiries and applications.
- Manage our customer information database.
- Administer contests, sweepstakes and surveys.
- Create, administer and communicate with you about your accounts.
- Customize your experience with our Site.
- Operate, evaluate and improve our business (including developing new products and services; managing our communications; performing market research, data analytics and data apps; determining and managing the effectiveness of our advertising and marketing; analyzing our

products, services and Site; administering our Site; and performing accounting, auditing, billing, reconciliation and collection activities).

- Protect against and prevent fraud, unauthorized transactions, claims and other liabilities, and manage risk exposure and quality.
- Comply with and enforce applicable legal requirements, industry standards and our policies and terms, such as our [Terms and Conditions](#).
- We also may use the information in other ways for which we provide notice at the time of collection.

Sharing of Information

We may share personal information we collect on the Site with our service providers who perform services on our behalf. These service providers are not authorized by us to use or disclose the information except as necessary to perform services on our behalf or comply with legal requirements. We also may share your information among our affiliates and joint marketing partners, who may send you marketing information. In addition, we may share personal information we collect on the Site at your request.

We may disclose information about you (i) if we are required to do so by law, regulation or legal process, such as a court order or subpoena; (ii) in response to requests by government agencies, such as law enforcement authorities; or (iii) when we believe disclosure is necessary or appropriate to prevent physical, financial or other harm, injury or loss; (iv) in connection with an investigation of suspected or actual unlawful activity; or (v) to assist in collecting debt owed by you. We reserve the right to transfer personal information we have about you in the event we sell or transfer all or a portion of our business or assets. Should such a sale or transfer occur, we will use reasonable efforts to direct the transferee to use personal information you have provided to us in a manner that is consistent with our Privacy Notice.

Your Choices

By accepting this agreement, you agree to receive Lowe's marketing communications both Iris specific and non-Iris specific. You may amend your preferences regarding how we communicate with you by clicking on the "unsubscribe" link in an email you receive from us, by logging in to your online account and selecting the options you desire, or by contacting us as described in the How to Contact Us section below. To exercise your preferences regarding the collection of data for targeted advertising, please follow the directions in the Interest-Based Advertising section above. You can access the profile page of the accounts you maintain on our Site to modify the personal information associated with your profile and indicate your communications preferences.

"Do Not Track" Signals

We do not process or respond to "Do Not Track" signals from your browser or other mechanisms that enable consumer choice regarding the collection of personal information about one's online activities over time and across third-party Websites or online services.

Notice to California Customers

Subject to certain limitations under California Civil Code § 1798.83, if you are a California resident, you may ask us to provide you with (i) a list of certain categories of personal information that we have disclosed to certain third parties for their direct marketing purposes during the immediately preceding calendar year and (ii) the identity of certain third parties that received personal information from us for their direct marketing purposes during that calendar year. To make such a request, please contact us as follows:

Lowe`s Customer Care
Attn: Privacy Team - Marketing Choices
P.O. Box 1111
North Wilkesboro, NC 28656

1-800-445-6937

How We Protect Personal Information

We maintain administrative, technical and physical safeguards to protect the personal information you provide on our Site against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use and other unlawful forms of processing.

Links to Other Sites

This Site contains links to other websites for your convenience and information. These websites may be operated by companies not affiliated with us. Linked websites, including those operated by Iris, may have their own privacy notices, which we strongly suggest you review if you visit them. We are not responsible for the content of any websites that we do not control, any use of those websites, or the privacy practices of those websites.

Updates to Our Privacy Notice

This Privacy Notice may be updated periodically and without prior notice to you to reflect changes in our personal information practices or relevant laws. We will post a prominent notice on the Site to notify you of any significant changes to our Privacy Notice and indicate at the top of the Privacy Notice when it was updated.

How to Contact Us

If you have any questions or comments about this Privacy Notice, or if you would like us to update information we have about you or your preferences, please contact us as indicated below.

custcare@lowes.com

Iris
c/o Lowe`s Home Centers, Inc.
P.O. Box 1000
Mail Code NB6LG
Mooresville, NC 28115

1-866-678-2761