

# Gobble Stop Terms & Conditions

*Last updated and effective as of September 2024*

## **AGREEMENT TO TERMS**

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Gobble Stop, doing business as Gobble Stop, doing business as Gobble-N-Save, (“Company”, “we”, “us”, or “our”), concerning your access to and use of the Gobble Stop® website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have permission for, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to your using the Site.

## **INTELLECTUAL PROPERTY**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied,

reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

## **USER REPRESENTATIONS**








By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not under the age of 13; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; (6) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (7) you will not use the Site for any illegal or unauthorized purpose; and (8) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **USER REGISTRATION**

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## **PROHIBITED ACTIVITIES**

-  You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us, in writing.
-  As a user of the Site, you agree not to:
-  Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
-  Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
-  Use a buying agent or purchasing agent to make purchases on the Site.
-  Use the Site to advertise or offer to sell goods and services.
-  Circumvent, disable, or otherwise interfere with security-related features of the Site, including, but not limited to features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.

- 🚫 Engage in unauthorized framing of or linking to the Site.
- 🚫 Trick, defraud, or mislead us and/or other users, especially in any attempt to learn sensitive account information such as user passwords.
- 🚫 Make improper use of our support services or submit false reports of abuse or misconduct.
- 🚫 Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 🚫 Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- 🚫 Attempt to impersonate another user or person or use the username of another user.
- 🚫 Sell or otherwise transfer your profile.
- 🚫 Use any information obtained from the Site to harass, abuse, or harm another person.
- 🚫 Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- 🚫 Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- 🚫 Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- 🚫 Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- 🚫 Delete the copyright or other proprietary rights notice from any Content.
- 🚫 Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- 🚫 Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- 🚫 Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMS").
- 🚫 Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- 🚫 Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- 🚫 Use the Site in a manner inconsistent with any applicable laws or regulations.

## GUIDELINES FOR REVIEWS

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive,

or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## **MOBILE APPLICATION LICENSE**

### *Use License*

If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

### *Apple and Android Devices*

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as

specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this application license contained in these Terms of Use against you as a third-party beneficiary thereof.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original to you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **THIRD-PARTY WEBSITES AND CONTENT**

The Site may contain (or you may be sent via the Site) links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including

privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **SITE MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **PRIVACY POLICY**

We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into these Terms of Use. **Please be advised the Site is hosted in the United States.** If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR

ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will always be available. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to agreements made and to be entirely performed within the Commonwealth of Virginia, without regard to its conflict of law principles.

## **DISPUTE RESOLUTION**

### *Informal Negotiations*

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### *Binding Arbitration*

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted

under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will declare in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Montgomery County, Virginia. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Montgomery County, Virginia, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non convenience with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the use of the Gobble-N-Save program and/or Site be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### *Restrictions*

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### *Exceptions to Informal Negotiations and Arbitration*

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

(a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be

decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **DISCLAIMER**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED

TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$1,000.00 USD. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it

## **USER DATA**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data

## **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR

COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise

or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use are to be fully enforced where permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us because of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **CONTACT US**

To resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Gobble Stop  
898 Triangle St.  
Blacksburg, VA 24060  
Phone number: 1-866-425-6728  
e-mail: [contactus@gobblestop.com](mailto:contactus@gobblestop.com)  
[www.gobblestop.com/contactus](http://www.gobblestop.com/contactus)

# Gobble-N-Save Terms and Conditions

*Last Updated and effective as of: September 2024*

## **AGREEMENT TO TERMS**

Welcome to Gobble-N-Save (the “Program”). These Gobble-N-Save Terms and Conditions form the agreement (the “Agreement”) between you (“you” or “your”) and Gobble Stop, doing business as Gobble-N-Save, (“Company”, “we”, “us”, or “our”), concerning your access to and use of the Gobble Stop® website (the “Site”) as well as the Gobble-N-Save Mobile Application (the “App”) any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Digital Platform”) Gobble Stop and govern the use and operation of, and your participation in, the Program and certain other related benefits and promotional activities as described below. This Agreement, together with applicable terms related to any promotional offers provided to you for use with the Program, constitute the entire agreement between you and Gobble Stop related to this Program and supersedes all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to this subject matter.

PLEASE READ THIS AGREEMENT CAREFULLY. YOUR ACCEPTANCE OF THIS AGREEMENT, OR YOUR ENROLLMENT, USE AND CONTINUED USE OF THE PROGRAM CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS, USE OR PARTICIPATE IN THE PROGRAM.

GOBBLE STOP MAY CHANGE THE TERMS OF THIS AGREEMENT OR THE PROGRAM OR TERMINATE THE PROGRAM. BEFORE DOING SO, GOBBLE STOP WILL NOTIFY YOU BY E-MAIL OR OTHER ELECTRONIC MEANS, WHICH IS EXPLAINED BELOW.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS. THE ARBITRATION AGREEMENT REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

YOUR BENEFITS UNDER THE PROGRAM (INCLUDING POINTS, REWARDS AND CLUB OFFERS) EXPIRE IF NOT USED IN A CERTAIN AMOUNT OF TIME, OR IF YOU HAVE NO ACCOUNT ACTIVITY FOR A PERIOD OF TIME. SEE BELOW FOR DETAILS.

## **PROGRAM DESCRIPTION**

The Program is a customer loyalty rewards program operated by Gobble Stop which permits registered members (individually a “Member” and collectively, “Members”) to earn points (“Points”) to redeem rewards, including, without limitation, discounts on the purchase of Gobble Stop convenience store items, and to receive other promotions, discounts, and offers (collectively, “Rewards”) by making qualifying purchases at participating Gobble Stop locations within the United States (“Qualifying Purchases”). Gobble Stop, in its sole discretion, determines which purchases will constitute Qualifying Purchases and whether such purchases are eligible for the Program, for earning Points, and/or redeemable for Rewards.

There is no fee associated with the Program. No entry fee, purchases, or proof of purchase are required to join and become a Member of or participate in the Program. Points and Rewards may only be used by the Member they were issued or provided to, and cannot be gifted, purchased, sold, bartered, brokered or otherwise transferred. The Points are the property of Gobble Stop. Membership in the Program and Points and Rewards have no cash value, are not redeemable for cash or cash equivalent, gift certificates or gift cards, are purely promotional, and do not constitute the property of any Member. No portion of any payment for purchases qualifying for the Program or any Points or Rewards Qualifying Purchases constitute consideration paid for any of the foregoing. Gobble Stop reserves the right to limit the redemption of specific Rewards and limit the number of Points and Rewards available.

## **PROGRAM REGISTRATION**

Registration and participation in the Program is currently available to residents of the United States age eighteen (18) and older. Individuals who have not reached the age of majority may join the Program only with the permission of a parent or guardian. Employees, officers, directors, agents and representatives of Gobble Stop are eligible to join but may be excluded from certain promotions and activities. Points and Rewards may only be used in the United States at participating Gobble Stop locations. Gobble Stop may change these eligibility requirements at any time, with or without notice, and reserves the right to cancel a Member's membership or participation, or to refuse membership to any applicant for any reason, in Gobble Stop's sole discretion.

To fully register as a Member in the Program you must: (a) first download the Gobble-N-Save App from the Apple Store, Google Play Store or any other approved on-line stores or sites (the "App"); (b) provide your first and last name, a valid e-mail address, a valid phone number and a valid zip or postal code; at any participating Gobble Stop location; (c) create an account password; and (d) select to join the Program, completing the registration and accepting this Agreement. Alternatively, in lieu of the mobile Gobble-N-Save App, users may (a) pick up a free Program rewards card ("Rewards Card") in stores, (b) visit the loyalty website at [www.gobblensave.com](http://www.gobblensave.com) (c) choose to register in the program (d) provide your first and last name, a valid e-mail address, a valid phone number and a valid zip or postal code; at any participating Gobble Stop location; (e) create an account password; and (f) select to join the Program, completing the registration and accepting this Agreement. We may refuse to grant you, and you may not use, an e-mail that is being used by someone else, that may be construed as impersonating another person, that violates the intellectual property or other rights of any person, that is offensive, or that we reject for any other reason in our sole discretion. You represent that all information you provide during registration and throughout your participation in the Program is true and accurate, and you agree to update such information, as necessary to maintain its truth and accuracy. Gobble Stop is not responsible for your inability to receive or redeem Points or Rewards or any other loss arising from your failure to provide and maintain accurate contact information. Gobble Stop shall have the right to modify this registration process and the manner of accessing and using the Program at any time.

## **PAYMENT PROGRAM**

Upon registering as a Member, the Program may provide the ability for Members to enhance their account to participate in an automated payment program and associate a payment card, bank

account information or other payment arrangement (the “Payment Program”). Participation in the Payment Program is not required to register and participate in the Program. The Payment Program may permit Members to make purchases in connection with the Program using the Member’s provided payment information. Gobble Stop may update, change or cancel the Payment Program at any time. As an example, the Payment Program may permit Members to associate a valid debit card to the Member’s account via the App for making in-store payments using the App (“Fast Pay”). If the Payment Program is made available, to participate the Member may be required to: (a) provide Member information, including Rewards Card number, first and last name, and the e-mail address and phone number associated with the Member’s account; (b) provide a valid billing address; (c) provide additional personal identification information, including the Member’s driver’s license number and information, the Member’s birthdate, the last four (4) numbers of Member’s social security number, bank account information, including routing number, bank account number, and whether such account is a personal or business checking account; (d) create a four (4) digit security pin number, (e) select security questions and provide security answers; and (e) complete any additional requirements for the Fast Pay registration. Members may be subject to similar requirements if the Payment Program permits other payment arrangements, such as through the use of credit cards. Members may only associate the Member’s own payments cards with the Program and shall not associate any other person or third party’s payment cards. Gobble Stop, in its sole discretion, will determine the types of payment methods that may be used with the Payment Program, which may or may not include credit cards, or which may be restricted to only Fast Pay. The Payment Program may be limited to acceptance and use of a single payment card or bank account.

## **EARNING POINTS**

Immediately upon registration in the Program, Members will receive an initial Reward, which will be posted to a Member’s account within 7 days of registration. For example, that initial Reward may be a free fountain drink or food item.











Except for Non-Qualifying Purchases (defined below), following registration as a Member in the Program, Members will receive twenty (20) Points for each dollar (\$1.00) and ten (10) points for every gallon of fuel purchased by the Member on Qualifying Purchases, for the Member’s personal use at any of the participating Gobble Stop locations by scanning the barcode provided in the App, Rewards Card, alternate ID, or in any other manner permitted by Gobble Stop. Gobble Stop may offer certain promotions that allow Members to earn more Points for certain Qualifying Purchases as advertised via the App, a website or any other promotional method used by Gobble Stop. If Members do not identify themselves at the time of purchase, a manual adjustment can be made to add the Points to the Member’s account for up to thirty (30) days from the actual purchase date, but no purchases prior to becoming a Member or the launch of this benefit can be added. Receipt demonstrating purchase is required for manual adjustment.

Points are tracked at the time of a Member’s Qualifying Purchases and will only be credited to the Member’s account. Points are subject to expiration as set forth in this Agreement. Members may not share their membership, App login or Rewards Card with any other person, including with a Member’s spouse, relative, or any other household members.

In certain cases, it may take twenty-four (24) hours or more for Points to be processed and credited to a Member's account. Gobble Stop is not responsible for, or liable to, any Member, person or entity, in any way, for any losses, costs or expenses incurred by a delay or error in crediting Points to a Member's account.

## **NON-QUALIFYING PURCHASES**

Members will not receive any Points for Non-Qualifying Purchases. "Non-Qualifying Purchases" means any purchases, transactions, activities, goods or services that Gobble Stop, in its sole discretion, determines do not constitute Qualifying Purchases, and/or which are ineligible for or are excluded from the Program, Points or receiving Points. As an example, the following goods, services, purchases and transactions are excluded from receiving or constituting Qualifying Purchases:

-  lottery purchases and payouts.
-  Cigarettes, tobacco products, electronic nicotine delivery systems (ENDS), Non-Tobacco Nicotine products, nicotine pouches, and any other tobacco or nicotine products regulated by the FDA
-  Alcoholic beverages
-  purchases of any goods or services that are not made in-store at participating Gobble Stop locations;
-  the value of any discounts, promotions, or coupons;
-  purchases or transactions made using Points, Rewards or other promotional items in the Program;
-  purchases that Gobble Stop or a particular Gobble Stop location rules ineligible for the Program;
-  purchases excluded by law;
-  credits and merchandise credits; and
-  taxes and federal, state, local, and other governmental fees and charges on purchases.

Gobble Stop has the right to make the final decision on whether any purchases constitute Qualifying Purchases or otherwise qualify for Points. Gobble Stop shall have the right, at any time, to change, update, modify, remove, or add any categories, goods or services that constitute Non-Qualifying Purchases.

## **REDEEMING REWARDS**

Members may redeem Points received under the Program towards the issuance of Rewards. To redeem Points for Rewards, a Member may view available Points and Rewards and redeem them in the manner prescribed by Gobble Stop, which may include via the App or a website. A Member must have at least enough unredeemed and unexpired Points in the Member's account ("Available Points") to redeem a desired Reward or to redeem the minimum available Reward. Members may only redeem Available Points associated with the Member's membership and account. When Members accumulate various Point totals or thresholds, Gobble Stop, in its sole discretion, may provide offers and promotions for the Member to use the Available Points, which may include, for example, towards free food or drink items, one-time purchase discounts or credits, and other sales promotions and incentives. In any single transaction, only one Member account may be used to

redeem Points for Rewards. Points accrued by a Member in any purchase or transaction may only be redeemed for Rewards in a separate, subsequent purchase or transaction and may not be applied to previous purchases. The Reward must be presented and entered at the time of purchase. Unless otherwise stated as part of a Reward's terms, a Reward may only be used and applied to a single purchase or transaction, and if the amount of the purchase or transaction total is less than the value of the Reward being used, then any unused portion of the Reward is forfeited, cannot be applied to a subsequent purchase or transaction, and will not be returned or credited to the Member's Available Points or account. Rewards can only be redeemed by the Member by logging into the Member account. Rewards cannot be redeemed through any third-party platforms, by any third party, or by using any other Member's account, App or login. Each Reward redeemed by a Member will be subject to specific terms, including its availability for the purchase of certain goods or services, restrictions on its use, and its period of availability and expiration. Please carefully review the specific details, terms, conditions, limitations, expirations and restrictions stated on or in connection with the Reward at the time it is redeemed or provided to You. Rewards provided to Members have set terms and will expire in accordance with the terms stated for that Reward. Determinations regarding redemption of Points and the terms governing the use and expiration of Rewards is subject to Gobble Stop's sole discretion.

Fuel Rewards may only be used in a one-time single transaction and will be limited to no more than twenty (20) gallons of fuel. Certain credit card and other payment vendors may impose payment limits on fuel purchases which may stop or prevent dispensing fuel or fuel purchases that exceed those limits, such as by disarming and stopping gas pumps once this threshold limit is reached. When Members redeem a Fuel Reward, the Fuel Reward may also be limited by a payment vendor purchase limits. Due to the technical capabilities at the pump, there may be a minimum charge per gallon of fuel purchased ranging from .010 to .109 dollars (i.e., 1 to 10.9 cents per gallon) regardless of redeemable fuel rewards savings available.

Once issued, Fuel Rewards will expire, and their expiration dates will vary. Read each Fuel Reward carefully for specific details, terms, conditions, expiration dates, limitations and restrictions.

Points will be subtracted from the Member's account immediately when a Reward is redeemed based on the total Points for the requested Reward. Points will be restored to a Member's account in the event Gobble Stop determines, in its sole discretion, that the Reward requested by that Member is unavailable, cannot be delivered, or an error occurred. Likewise, Points may be removed, reduced, or adjusted from a Member's account in the event Gobble Stop determines, in its sole discretion, that the Member received or possesses more Points or Rewards which the Member is not entitled, whether the fault of Gobble Stop, the Member or a third party. Gobble Stop reserves the right to limit the redemption of specific Rewards and limit the number of Rewards available.

Attempts to redeem single use offers and verification codes for Rewards multiple times or through multiple users or Members, or Points that were incorrectly awarded or not earned constitutes fraud, are prohibited, and may result in the termination or suspension of a Member account and an adjustment or correction of Points or Rewards.

When a Member returns products or services, Points previously posted to the Member's account for that purchase may be deducted from the Member's Available Points balance. If a Member's

Available Points balance is insufficient to cover a deduction, the Member's Available Points balance may go into the negative. Any Member whose Available Points balance is negative at any time may be subject to a suspension from all further activity or use of the Program, or a termination of the Member's account and participation in the Program, at Gobble Stop's sole discretion.

## **CLUB OFFERS**

Gobble Stop may provide Members with additional ways to receive Rewards by enrolling in club offers, such as frequent buyer clubs, promotions, and other programs on particular transactions or Qualifying Purchases, ("Club Offers"). Club Offers may include, for example, opportunities to earn additional Points, birthday surprises and rewards, Member only discounts and rewards, and possible store contests and Member only events. Club Offers may be subject to additional terms and conditions which will be provided to Members at the time of enrollment or acceptance of Club Offers, such as via the App or a website. Read each Club Offer carefully for specific terms, conditions, details, limitations, expiration, and restrictions.

Gobble Stop reserves the right to make Club Offers, Points and other promotional offers available to select Members based on purchase activity, geographic location, Program participation, and/or information supplied by the Member, or other factors. Gobble Stop reserves the right to add, withdraw, amend, or otherwise change these types of opportunities at any time at its sole discretion, with or without notice to Members.

## **EXPIRATION OF POINTS, REWARDS, AND CLUB OFFERS; INACTIVE ACCOUNTS**

When Points are redeemed for Rewards, the oldest Available Points are applied and used first. Unless otherwise stated in this Agreement, Available Points expire twelve (12) months following the month after the Available Points were first credited to a Member's account. Club Offers expire (12) calendar months after the date of enrollment for a Club Offer unless the additional terms and conditions of a Club Offer state otherwise, which may provide for an earlier or later expiration. Rewards expire as set forth in the terms provided with the Reward. If a Reward does not provide an expiration date, then the Reward will expire 13 calendar months following the date it was issued and applies to only gift cards issued as a reward. Once Available Points expire or are applied to redeem a Reward, those Available Points will be removed from the Member's account. Points will not be added back to a Member's account or to the Member's Available Points if the Member does not use a Reward before its expiration, or if a portion of a Reward remains unused following its application to a purchase or transaction.

Gobble Stop reserves the right to automatically, and without notice, cancel a Member's Program registration and Member account if the Member's account remains inactive for a period of two (2) years or more. Such inactivity includes, for example, no login, access or use of the Program or the App, or if the Member does not make a purchase at a participating Gobble Stop location or acquire Points. You understand and agree that cancellation by Gobble Stop of a Program account will result in the cancellation and loss of all Points, Available Points, Rewards, Club Offers and any progress towards any other benefits associated with the Member's account and the inability to earn and/or redeem further Points, Rewards and Club Offers.

## **PAYMENT PROGRAM RESTRICTIONS**

Members who successfully enroll in the Payment Program such as, for example, Fast Pay, may make in-store purchases at participating Gobble Stop locations directly through the App or other means authorized by Gobble Stop. The Member's enrollment in the Payment Program constitutes the Member's acceptance, consent, and authorization of all purchases made from the Member's account, including from the Member's mobile device using the App or other on-line or electronic means.

By providing Gobble Stop with payment information and credentials, the Member expressly authorizes and consents to Gobble Stop's and Gobble Stop's designated payment processors' collection, storage, and use of that payment information and credentials, along with other related transaction information, including in connection with fulfilling and processing the Member's payment and transaction for the full amount of the purchase or transaction.

Members who enroll in the Payment Program may receive additional benefits, including the receipt of Points for Qualifying Purchases. However, some payment methods may not be subject to the receipt of Points. For example, the use of Fast Pay may be subject to receipt of Points on Qualifying Purchases or qualifying transactions, while another form of card payment may not. Gobble Stop may provide specific terms for Point eligibility at the time of enrollment in the Payment Program or at the time a Member's payment method is added. Members may use the Payment Program, such as Fast Pay, to make Non-Qualifying Purchases, however no Points will be earned or credited to a Member's account for such Non-Qualifying Purchases.

Gobble Stop reserves the right, in its sole discretion, to decline any transaction, or to deactivate a Member's payment method from the Payment Program in the event Gobble Stop believes there has been any fraudulent, illegal, unauthorized, or suspicious activity including, for example, if the payment method is declined, reported as frozen, inactive, lost, or stolen. You may opt out of the Payment Program at any time, for any reason by removing your payment method from your Member account. A Member who removes their payment method or opts-out of the Payment Program, will remain eligible to participate in the Program, earn Points, redeem Available Points, use Rewards, and enroll in Club Offers.

## **PROGRAM RESTRICTIONS**

A Member may not transfer or assign the Member's Program membership or account, or any Program benefits, including Points, Available Points, Rewards and Club Offers. Each Member may only have a single membership and account in the Program. Only one Program membership will receive Points in any one transaction. Points, Available Points, Rewards and Club Offers have no cash or cash equivalent value. Gobble Stop reserves the right to approve, deny or revoke participation in the Program to any individual for any reason whatsoever on an immediate basis and without prior notice. If Gobble Stop determines that a Member has registered more than one (1) Program account or provided any false or incorrect information in connection with the Program or the Member's account, Gobble Stop reserves the right to terminate the accounts immediately and without notice.

## **RIGHT TO CHANGE/MODIFY/CANCEL**

Gobble Stop may, at any time, cancel, modify, restrict, waive or terminate this Agreement, the Program or any of the Program's terms, conditions or restrictions under this Agreement, including but not limited to the rules for earning Points, using or applying Available Points and redeeming Rewards, and enrolling in Club Offers and the expiration policies for Program membership and use, Points, Available Points, Rewards, and Club Offers (a "Program Change"). Prior to any Program Change, Gobble Stop will first provide the Members with prior notice of the Program Change, which notice may be provided electronically via e-mail, the App or Gobble Stop's website, and by providing a new or updated version of this Agreement containing the Program Change. A Program Change may affect the Members' ability to acquire, use or redeem any Points, Available Points, Rewards or Club Offers, whether or not already earned. A Member's continued participation in the Program following such notice of the Program Change constitutes the Member's acceptance of the Program Change. The most current version of this Agreement will be available on the App and online and, upon taking effect, will supersede all previous versions of this Agreement. YOUR CONTINUED MEMBERSHIP OR USE IN THE PROGRAM AFTER A PROGRAM CHANGE CONSTITUTES YOUR ACCEPTANCE OF THE PROGRAM CHANGE. IF YOU DO NOT AGREE TO A PROGRAM CHANGE, YOU MUST CANCEL YOUR MEMBERSHIP IN THE PROGRAM.

## **CONTACTING GOBBLE STOP**

Members may contact Gobble Stop with membership or Program questions, to cancel their membership, or with any other requests or questions by phone, mail, or e-mail as follows:

Gobble Stop  
Attn: Gobble-N-Save  
898 Triangle St.  
Blacksburg, VA 24060  
Phone number: 1-866-425-6728  
e-mail: [contactus@gobblestop.com](mailto:contactus@gobblestop.com)  
[www.gobblestop.com/contactus](http://www.gobblestop.com/contactus)

## **CANCELLATION, TERMINATION**

A Member may cancel their membership in the Program at any time, for any reason by canceling their Program account, whether via the App, on-line, or by contacting Gobble Stop in the manner set forth above. If a Member's membership in the Program is cancelled, whether by Gobble Stop or by a Member, any unused or unredeemed Points, Available Points, Rewards and Club Offers will automatically be cancelled and forfeited and will no longer be available for redemption or use. Gobble Stop reserves the right to suspend or terminate, at Gobble Stop's sole discretion, immediately and without notice, any Member or Program account if Gobble Stop determines, in Gobble Stop's sole discretion, that a Member has breached, violated or acted inconsistently with this Agreement or applicable law, for fraud or misuse of the Program or membership, or if the Member's actions or conduct is harmful to Gobble Stop's interests, to another Member or to another Gobble Stop customer. Gobble Stop reserves the right to deny future membership if Gobble Stop deems a person's conduct to violate this Agreement.

Gobble Stop's failure to insist upon or enforce your or another Member's strict compliance with this Agreement will not constitute a waiver of any of Gobble Stop's rights.

Upon cancellation or termination for any reason: (a) the Member's participation in the Program and the Member's account shall immediately be terminated and cease; (b) the Member's access to and use of the App and the Member's on-line account will be terminated and cease; (c) the Member will immediately cease all use of the Program, the App and any other access provided by Gobble Stop; and (d) the Member will no longer receive, have access to, or the ability to use or redeem Points, Available Points, Rewards, or Club Offers, which shall be cancelled and no longer available or honored. Gobble Stop has no obligation to and shall not compensate any Member for any unredeemed or unused Points, Available Points, Rewards, Club Offers, or other benefits of the Program following termination or cancellation of a Member's account. It may take several weeks for a Member's request to become effective. If a Member continues to receive Gobble Stop's communications after expressing an opt-out preference, please contact Gobble Stop so that it may investigate the situation or circumstances.

## **E-MAIL COMMUNICATIONS**

Upon registering with the Program and becoming a Member, individuals will sign up to receive e-mails regarding special offers and events, as well as new features of the Program. Program e-mails are in addition to brand marketing emails from Gobble Stop.

Gobble Stop marketing e-mails and Program marketing emails will include an opt-out link should individuals no longer want to receive any of these types of e-mails. Even if a Member opts-out of marketing emails, if the Program membership is still active, Members will continue to receive relationship/operational e-mails related to the Program unless the Member's participation in the Program is cancelled. Individuals do not need to cancel their Program membership to opt-out from receiving Gobble Stop brand marketing e-mails, Program marketing emails, or e-receipt emails.

Members can opt-out of receiving Program marketing and Gobble Stop brand marketing e-mails by going to the user's profile page on the App or website.

## **DISCLAIMER OF WARRANTIES**

To the fullest extent permitted by applicable law, Gobble Stop makes no warranties to you or to any member, the program and all information, services and material available through the program are provided "as is", "with all faults" and "as available" and without any warranties of any kind or nature whether express, implied, or statutory, and Gobble Stop disclaims any and all express, implied, and statutory warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

We make no warranties or representations about the accuracy or completeness of the Program's content or the content of any websites linked to the Program and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Program, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the Digital Platform, (5) any bugs, viruses, trojan horses, or the like which

may be transmitted to or through the Program by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Digital Platform. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Digital Platform, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Some jurisdictions do not allow the exclusion of limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all the above exclusions and limitations may not apply to you.

### **LIMITATION OF LIABILITY AND DAMAGES**

YOU EXPRESSLY AGREE THAT NEITHER GOBBLE STOP, NOR THEIR AFFILIATED OR RELATED ENTITIES, VENDORS, CONTRACTORS, PROVIDERS, OR PAYMENT PROCESSORS, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, CONTRACTORS, OR VENDORS, IS RESPONSIBLE OR LIABLE TO YOU, ANY MEMBER, OR TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, EXEMPLARY, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND, NATURE, OR CHARACTER WHATSOEVER, WHETHER IN CONTRACT, TORT, OR OTHERWISE BASED UPON OR RESULTING FROM, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PROGRAM, THE PAYMENT PROGRAM, POINTS, AVAILABLE POINTS, REWARDS, CLUB OFFERS, USE OR ATTEMPTED USE OF ANY OF THE FOREGOING.

YOU EXPRESSLY AGREE THAT GOBBLE STOP'S TOTAL, COMPLETE AND AGGREGATE LIABILITY TO YOU, WHETHER IN CONTRACT, WARRANTY, PRODUCTS LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (A) TEN AND 00/100 DOLLARS (\$10.00), OR (B) THE TOTAL AMOUNT OF THE QUALIFYING PURCHASE MADE BY YOU THAT IS THE SUBJECT OF THE DISPUTE GIVING RISE TO THE LIABILITY.

IN NO EVENT WILL GOBBLE STOP BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF OR RESULTING FROM THE USE OF ANY POINTS, AVAILABLE POINTS, REWARDS, CLUB OFFERS, THE PAYMENT PROGRAM, OR THE PROGRAM BY SOMEONE OTHER THAN YOU.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT APPLY TO, LIMIT OR EXCLUDE LIABILITY FOR INJURIES: (A) TO THE BODY OR PERSONS; OR (B) CAUSED BY GOBBLE STOP'S WILLFUL, MALICIOUS, RECKLESS, OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OR FRAUD.

ALL OF THE PROVISIONS, EXCLUSIONS AND LIMITATIONS OF LIABILITIES AND DAMAGES SET FORTH IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP AND PARTICIPATION IN THE PROGRAM, AND ARE IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS YOU HAVE AGREED TO IN CONNECTION WITH ANY OTHER AGREEMENTS BETWEEN YOU AND GOBBLE STOP INCLUDING, FOR EXAMPLE, USE OF THE APP AS SET FORTH BELOW.

CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE ADDITIONAL OR OTHER RIGHTS AS THEY VARY FROM STATE TO STATE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, GOBBLE STOP'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PROGRAM, OR WITH ANY OF THESE TERMS AND CONDITIONS, GOBBLE STOP'S COMPLETE AND ENTIRE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROGRAM. THE FOREGOING REMEDIES SHALL APPLY EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF GOBBLE STOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.

### **NO RELATIONSHIP WITH YOU**

You understand that Gobble Stop has not entered any form of partnership, agency, fiduciary or special relationship with you under this Agreement or by granting you access to or use of the Program. The relationship of you and Gobble Stop is that of an independent contractor.

### **GOVERNING LAW**

The program is void where prohibited by law. You agree that this agreement, the program and all disputes (as defined below) will be governed by and construed under the federal arbitration act and applicable federal law, and where federal law does not apply, then laws of the Commonwealth of Virginia, without regard to principles of conflict of laws.

### **DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. EXCEPT AS OTHERWISE NOTED BELOW, ANY DISPUTE INVOLVING YOU AND GOBBLE STOP OR ANY OF GOBBLE STOP'S AGENTS SHALL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH INDIVIDUAL ARBITRATION AND CONTAINS A JURY AND CLASS ACTION WAIVER.

This arbitration provision shall be interpreted broadly.

#### *Informal Negotiations*

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

#### *Binding Arbitration*

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT

TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will declare in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Montgomery County, Virginia. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Montgomery County, Virginia, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non convenience with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the use of the Gobble-N-Save program and/or Site be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

#### *Restrictions*

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

#### *Exceptions to Informal Negotiations and Arbitration*

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

(a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be

decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

This dispute resolution section shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, the Program. Any amendments to this dispute resolution section shall be prospective only and shall not affect any pending arbitration proceeding.

## **OTHER AGREEMENTS**

Your participation in the Program requires you to download and use the App and Gobble Stop's website(s) and on-line services, which are subject to one or more separate and independent agreements between you and Gobble Stop that are governed by their own terms and conditions, and nothing in this Agreement shall amend, modify or supersede any of those agreements.

## **PRIVACY NOTICE**

In connection with your participation and use of the Program, You will provide Gobble Stop, and Gobble Stop will collect information about you. Please review Gobble Stop's Privacy Notice for information about Gobble Stop's commitment to protecting your privacy and its collection and use of information.

## **ADDITIONAL TERMS**

Gobble Stop's waiver of a breach of this Agreement or Gobble Stop's failure to exercise any right under this Agreement shall only be effective if in writing. It is your responsibility to provide Gobble Stop with the appropriate contact information if a waiver or request is desired. In no event shall any waiver constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement. Any modification of any term or condition of this Agreement shall be effective only if in writing and signed by authorized representatives of all parties. No other act, usage or custom shall be deemed to modify this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed and ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances. The parties acknowledge and agree that headings, titles and captions for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes and should not be used to interpret or construe the terms of this Agreement. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.