

## **Snappy Salads Mobile App TERMS AND CONDITIONS**

The Snappy Salads Mobile App (the "**App**") is offered by Snappy Salads Enterprises, LLC (the "**Company**") and/or its subsidiaries, licensees, franchisees and affiliated companies ("**Snappy Salads**", "**Company**", "**we**", or "**us**"). These Terms and Conditions ("**Terms and Conditions**") apply only to this App and the Rewards Program (as defined below) offered herein, and not to any other website, mobile app, product, service, or program offered by us. These Terms and Conditions are a legal and binding agreement between you and Snappy Salads governing your use of this App, which includes its content, information, services, and features. Any person or entity who interacts with the App through the use of crawlers, robots, browsers, data mining, or extraction tools, or other functionality, whether that functionality is installed by a third party, is deemed to be using the App and is bound by these Terms and Conditions.

**Please read these Terms and Conditions, which apply to your use of this App and enrollment and participation in our Rewards Program. If you do not agree to these terms, then do not use this App or participate in the Rewards Program.**

### **Proprietary Rights**

All right, title, and interest in the App, including all copyrights, patents, trade secrets, trade dress, and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to Snappy Salads or its licensors. Nothing in these Terms and Conditions or otherwise will be deemed to grant you an ownership interest in the App, in whole or in part.

### **Content & Use**

This App and all content featured, displayed, contained, and available on this App, such as recipes, guides, shopping lists, sales flyers, text, graphics, logos, images, button icons, software, and other materials (collectively, the "**Content**") are owned by or licensed to Snappy Salads and are protected by trademark, trade dress, patent, and/or other intellectual property rights. Specifically, all Content is copyrighted as individual works and as a collective work under the U.S. copyright laws.

### **License & Access**

Subject to your compliance with these Terms and Conditions, Snappy Salads grants you a personal, non-exclusive, non-transferable, limited right to access, use, display, and download this App for NONCOMMERCIAL PURPOSES ONLY. You may not, in any way, otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, this App or its Content.

You agree to use this App and the Content in accordance with these Terms and Conditions and all applicable laws and regulations. Snappy Salads may prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to this App, the Content, users, us, our brand, or any other person or entity, or that violates these Terms and Conditions and/or applicable law.

## **Online Ordering**

If you place an order through the App, you are responsible for ensuring that your order is correct, and you have designated the proper store for pick-up or address for delivery. You may only place orders if you are at least 18 years old.

## **Cancellation**

In the event that you place an order through the App and select "pick-up" as an option, you may cancel your order up to 15 minutes after you place your order. If you select "delivery" as an option, then you may cancel your order up to 5 minutes after you place your order. After the cancellation window, you will be charged for your order whether or not you pick it up and the amount paid will not be refunded. If you do not pick up your order for any reason, you will be charged for your order.

## **Telephone Consumer Protection Act**

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us. These communications may be generated by automatic telephone dialing systems which will deliver prerecorded messages, including for the purposes of secondary authentication, reminders, and other notifications. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you. You may opt-out of receiving communications by following the unsubscribe options we provide to you. You acknowledge that opting out of receiving communications may impact your use of the services we provide.

## **Third Party Delivery Service**

You acknowledge that we use third party services (collectively, the "**Delivery Services**"), such as Uber, Door Dash, Grub Hub or the like, to deliver your order. By ordering and choosing a delivery option with the App, you consent to letting us share your information with the Delivery Service. When you place your order with us, we will provide your name, address, contact information, including phone number, and information regarding your order to the Delivery Service so that they may deliver your order to you. In addition, we may provide the Delivery Service other information, such as information regarding comments, reviews, or ratings we receive from you regarding the Delivery Service to help improve the quality of their service.

## **Out-of-Stock Items**

If you order an item that is not in stock, we will attempt to contact you to provide with an opportunity to designate a replacement item. If a replacement item is not designated, the original item will be removed from your order and you will not be charged for it. If none of the items in your order are available, we will attempt to contact you to let you know that your order is being cancelled. If we cannot contact you for whatever reason, your order will be automatically canceled, and you will not be charged.

## **Rewards Program**

Snappy Salads offers the Snappy Salads Rewards Program (the "**Rewards Program**") to reward and thank our loyal restaurant customers. The Rewards Program is available to

enrolled members at participating Snappy Salads restaurants in the United States. Rewards accumulated under the Rewards Program are promotional and have no cash value. There are no membership fees associated with the Rewards Program.

- a. Eligibility:** You may enroll in the Rewards Program if you: (1) are a legal resident of the United States; (2) at least 13 years of age at the time you enroll; (3) have an active, valid e-mail address; and (4) are a human being. No corporations, partnerships, limited liability companies, or other legal entities can participate in the Rewards Program.

The Rewards Program is not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only the Rewards Program under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions. Employees of Snappy Salads as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to enroll in the Rewards Program.

- b. Enrollment/Rewards Account:** You can enroll in the Rewards Program and create a Rewards account ("**Rewards Account**") in one of the following ways:

- i. Click [here](#) to create a Rewards Account;
- ii. Visit the Snappy Salads website located at [www.SnappySalads.com](http://www.SnappySalads.com); or,
- iii. Through your Facebook account using the App.

Your Rewards Account is personal to you and may not be sold, transferred or assigned to, or shared with family, friends or others. You may have only one (1) Rewards Account.

As a part of the Rewards Program, Snappy Salads will send you transactional, informational, and promotional messages and/or offers. These communications may happen in the form of push notifications through the App, email, and/or any other ways you may have selected when you enrolled in the Rewards Program. If your contact information changes, or if you wish to change your contact information or the method by which we send you messages, please log into your Rewards Account and update your contact information or preferences.

- c. Rewards:** You will earn and receive Points (as defined below) toward Rewards (as defined below) as follows:

By accumulating 100 points in your Rewards Account, you will earn a \$10 reward (a "**Reward**"), which you may redeem at participating Snappy Salads restaurants. Rewards do not expire. Once you earn a Reward, you may start accumulating points towards another Reward. You may only redeem one Reward per visit regardless of the number of Rewards you have earned in your Rewards Account. A Reward may not be combined with any other offer or coupon. Points and Rewards are valid indefinitely or as the Terms and Conditions are altered, adjusted, or otherwise modified.

Members may also have the opportunity to earn Points through participation in member surveys, feedback or participating in certain games offered by the Company.

- d. Qualifying Purchases:** Members will earn and receive points toward Rewards by making qualified purchases at participating Snappy Salads restaurants and scanning the bar code on the receipt from your purchase with the built-in scanner in the App or uploading a photo of your receipt within forty-eight (48) hours of your purchase. Every \$1.00 (net of taxes) spent equals 1 point. You will earn one point for each \$1.00 spent (no fractional points are awarded). If your total amount spent includes cents, any amount equal to \$.51 or more is rounded up to \$1.00; therefore, you will earn one point for any amount equal to \$.51 or more. You may only earn points per four-hour period meaning that you will only be eligible for one receipt scan per visit within four hours regardless of the number of transactions you make during that visit. In the event that you order more than \$200 in one day (e.g. catering), there is a maximum of 200 points per transaction per day. You will not earn points for any amount over \$200 in a single day. You can track the points and Rewards you have already earned and that you may earn in the future by logging into your Rewards Account History.
- e. Social Media Sharing & Referral Bonuses:** You can also receive extra points or a special offer for every Facebook friend you refer that joins our Rewards Program and starts earning points. Your extra points or offer will not be awarded until the referred member enrolls in the Rewards Program and earns their first **points by making a qualified purchase. They must use your invite code during the initial signup process.**

You can also share your Snappy Salads experience on your personal Facebook page through the App. You have the option to make your comment public, but please note that by making your comment public, you consent to us using your comment on the Snappy Salads website, Facebook page, and/or other social media outlets.

- f. Additional Rewards Program Terms:** Snappy Salads reserves the right to terminate your Rewards Account and/or your participation in the Rewards Program if we determine, in our sole discretion, that you have violated these Terms and Conditions, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Snappy Salads may, in its sole discretion, suspend, cancel, or combine Rewards Accounts that appear to be duplicative, and may refuse to allow you to re-enroll in the Rewards Program. Snappy Salads also reserves the right to "unregister" and make ineligible for the Rewards Program any Rewards Account that has been inactive for one (1) year. If you have not earned any points towards the Reward Program in the past year, your account is considered inactive.

Snappy Salads has the right at any time, with or without giving you prior notice, and for any reason, to:

- end or cancel the Rewards Program and/or any specific Reward;
- change any Reward or other Rewards Program benefit we offer;
- change the requirements for earning a particular Reward;
- change the time you have in which to earn a particular Reward; and/or
- change any other feature of the Rewards Program.

If we end the Rewards Program Snappy Salads will amend these Terms and Conditions, and the Rewards you have earned, but not used, will expire on the end date. You may not redeem any Rewards or use any credits after the end date.

### **Links to Third Parties**

The App may contain links and interactive functionality interacting with third parties, including social media applications. Snappy Salads is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such application. Before enabling any sharing functions of the App to be communicated with any such application or otherwise, Snappy Salads strongly recommends that you review and understand the terms and conditions, privacy policies, and information-sharing policies of each such third party. YOUR USE OF THIRD PARTY APPLICATIONS AND RESOURCES IS AT YOUR OWN RISK.

### **Login and Registration**

Certain features or services offered on or through this App may require you to complete a registration process and/or setup an account or login. In connection therewith, you agree to (1) provide true, accurate, current, and complete information about yourself, and (2) maintain and promptly update your information to keep it true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of the information you hold for your login, including your password. You agree to notify Snappy Salads immediately of any unauthorized use of your login, or any other breach of security. You may be held liable for losses incurred by Snappy Salads or any other App user or visitor due to someone else using your login as a result of your failing to keep your login information secure and confidential.

You may not use anyone else's account or login information. Snappy Salads shall not be liable for any loss or damage arising from your failure to comply with these obligations.

### **Use of Information**

We may use information gathered on the App to: (i) fulfill and manage purchase orders, payments, returns, exchanges, and requests for information, including, without limitation, provide your name, address, contact information, including your phone number, and information regarding your order to the Delivery Service; (ii) deliver coupons, mobile coupons, newsletters, in-store messages, and emails; (iii) send marketing communications and other promotional information; (iv) improve the effectiveness of our App, website, or stores; (v) conduct research and analysis, including focus groups; (vi) administer sweepstakes and contests; and (vii) prevent fraudulent transactions and monitor against theft.

### **Sharing of Information**

We will not sell or otherwise share personally identifying information with other people or nonaffiliated companies except for those purposes described above, or as required by law. However, we will share this information with certain business partners. In addition, we may aggregate the data collected through the App that does not personally identify any party with our research partner, and may from time to time, share this type of data with other business partners.

### **No Warranties**

THIS APP, THE CONTENT, AND THE REWARDS PROGRAMS ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND SNAPPY SALADS HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SNAPPY SALADS DOES NOT GUARANTEE THAT THE APP OR CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

### **Limitations of Liability**

SUBJECT TO APPLICABLE LAW, INCLUDING WITH RESPECT TO LIABILITY FOR PERSONAL INJURY OR NON-WAIVABLE STATUTORY RIGHTS UNDER TEXAS LAW, IN NO EVENT SHALL SNAPPY SALADS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES (DIRECT OR INDIRECT) WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS APP (INCLUDING ITS MODIFICATION OR TERMINATION), THE CONTENT, THE REWARDS PROGRAM, OR THESE TERMS OF USE, WHETHER OR NOT SNAPPY SALADS MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

### **Electronic Communications**

When you visit this App or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this App. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms and Conditions.

### **International Users**

This App is controlled, operated, and administered by Snappy Salads from offices within the United States of America. We make no representation regarding use of this App outside of the United States. You may not use this App or export any portion of it in violation of U.S. export laws and regulations. If you access this App from locations outside of the United States of America, you are responsible for compliance with all local laws.

### **Governing Law/Venue**

This App is governed by and subject to the laws of the State of Texas, USA and, where applicable, U.S. federal law, without regard to conflict of law principles. You agree to submit to the exclusive jurisdiction and venue of the courts located in Dallas, TX for any disputes arising out of these Terms and Conditions, the App, or the Rewards Program. Notwithstanding this provision, you agree that Snappy Salads may apply for injunctive or other equitable relief in any court of competent jurisdiction.

### **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 trails. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead**

**of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms.**

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Terms, your use of the App, and your relationship with us. Any dispute or claim arising out of or relating to these Terms or use of the App and your relationship with Starbucks or any subsidiary, parent, or affiliate company or companies will be resolved by binding arbitration, except that either of us may take claims to small claims court if they qualify for hearing by such a court. Notwithstanding the above, you may choose to pursue your claim in court and not by arbitration if you opt out of this arbitration provision within 30 days from the earliest of the date you downloaded, installed, accessed, or used the App. You can opt out of these arbitration procedures by sending us a written notice to the following address: [insert address]. For all disputes, whether pursued in court or arbitration, you must first send a written description of your claim to our customer service department to allow us an opportunity to resolve the dispute. You and Snappy Salads agree to negotiate your claim in good faith. 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 rules of the American Arbitration Association ("**AAA**"). The AAA rules and information about arbitration and fees are available online at [www.adr.org](http://www.adr.org).

**You and Snappy Salads each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If you opt out of the arbitration provision as specified above, this class action waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding without having complied with the opt out procedure set forth above. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a jury trial.**

## **Privacy**

Please review our Privacy Policy located at [insert hyperlink to Company's Privacy Policy/Notice] (the "**Privacy Policy**"), which is incorporated herein and also governs your use of this App, to understand Snappy Salads' privacy practices.

## **General Provisions**

All or any of Snappy Salads' rights and obligations hereunder may be assigned to a subsequent owner or operator of this App in a merger, acquisition or sale of all or substantially all of Snappy Salads' assets. If, for any reason, a court of competent jurisdiction finally determines any provision of these Terms and Conditions or any portion thereof to be unenforceable, such provision will be enforced to the maximum extent permissible so as to give the intended effect thereof, and the remainder of these Terms and Conditions will continue in full force and effect. Snappy Salads' failure to act with respect to a breach by you or others does not waive Snappy Salads' right to act with respect to that breach or subsequent or similar breaches.

## **Modifications**

We may modify these Terms and Conditions from time to time. When we do, we will notify you by email or otherwise as required under applicable law. It is therefore very important that you update your account information or notify us when your email address changes. Any changes to this Terms and Conditions will also be posted here. Your continued use of the App or participation in the Rewards Program after any modification confirms your acceptance to the modifications.

Additionally, Snappy Salads may at any time, for any reason, and without notice or liability: (1) modify, suspend, or terminate operation of or access to this App or any portion thereof; (2) change, revise, or modify this App or any portion thereof; (3) interrupt the operation of this App or any portion thereof for maintenance and support; (4) impose limits on certain features and services, or restrict access to the App; and/or (5) terminate the authorization, rights, and license given above. Upon any termination, the rights and licenses granted to you herein shall terminate, and you must cease all use of the App.

## **Severability**

If any of the provisions of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any of the remaining provisions.

## **Questions**

If you have any questions regarding the App, the Rewards Program, and/or these Terms and Conditions, you can contact us at [apphelp@snappysalads.com](mailto:apphelp@snappysalads.com).

## **Last Updated**

Terms and Conditions last updated on November 2017.

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