

# **THE PEACH COBBLER FACTORY PRIVACY POLICY and TERMS & CONDITIONS**

**Last Updated: November 10, 2025**

The Peach Cobbler Factory, LLC (collectively, “The Peach Cobbler Factory” “our,” “we,” or “us”) values and respects the privacy of its customers and visitors. While operating our business and interacting with you, we collect, use, and share personal information as disclosed in this privacy policy (“Privacy Policy”).

This Privacy Policy provides you with detailed information about how The Peach Cobbler Factory and its subsidiaries, divisions, affiliates, brands and other companies that link to this Privacy Policy collect, use, share, and protect your information, and describes your choices and rights. This Privacy Policy also applies to information we receive from business partners and other third parties. We encourage you to read this Privacy Policy carefully and if you have any questions to contact us using the methods listed below.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. Any changes will be reflected in a revised Privacy Policy posted on our website: ThePeachCobblerFactory.com (the “Website”) and we will alert you that there has been a change by updating the “Last Updated” date displayed on the Privacy Policy. If we determine that such changes materially affect your privacy rights, we will provide additional notice to you to the email address specified in your account. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Privacy Policy to check for any changes.

## **Collecting Your Information**

We may collect information about you in a variety of ways, including when you provide information directly to us or when you visit our Website. We may also collect information about you from trusted third-party partners, such as data brokers and social networks. The categories of information we collect, including in the last 12 months, include:

Categories of Information You May Provide to Us. This is information that you choose to provide directly to us, such as when you create an account, make a purchase, engage with our customer service team, fill out forms, work for us or apply for employment with us, become a franchisee or apply to become a franchisee, or otherwise use the Website. Categories of information you provide to us include: (1) payment and commercial information, such as date of purchase, items purchased, bank or payment card details, and purchase amount; (2) communications and customer service information, such as message content, message subject, date, time, sender, recipient, receiving number, customer support conversations, feedback, and responses to surveys; (3) customer records information, such as your name, email, phone number, and residential address; (4) employment information, which may include your employment application, resume, cover letter, list of references, date of birth, financial account number, social security number, and health benefits information; (5) franchisee application information, which may include name, email, phone number, your home and business address, your credit score, and your financial details; (6) any other information you may provide to us.

Categories of Information We Collect About You. Our servers automatically collect information when you contact us or when you visit, use, or browse the Website. We may also collect information about you from your employment references (if applicable) and from our trusted third-party partners, such as our service providers, data brokers, or the social networks. Categories of information we collect about you include: (1) device information, such as your device ID, IP address, operating system, browser version, language preferences, referring URLs, country, and location; (2) location data (including your GPS-determined location) and analytics data and inferences about your purchases, Website usage and app usage; (3) contact information, such as your name, email address, phone number, and mailing address; and (4) browsing information, such as the pages you visit on the Website, the dates and times you visit the Website, information about how and when you use our Website, and other technical information and (5) telephone recordings, chat transcripts, social media posts, comments and activity, customer profile information, and other customer service data. If you access the Website from a mobile device, we will collect information about the type of mobile device you use.

We may collect “sensitive personal information” (as defined by applicable laws), such as social security numbers, from job applicants, employees, contractors, franchisees and franchisee applicants. We may use and disclose this information to process, evaluate, and respond to your application as described in this Policy.

## **Using Your Information**

We collect and use information for business and commercial purposes, include the following:

- Operate and Improve our Business. We use your information to provide our services to you and our other customers, to increase the efficiency of our business, and to improve our Website, products, and services.
- Process Transactions and Facilitate Customer Service. We use your information to complete purchases, facilitate account management and billing and payment, to send you confirmations and administrative messages, and to perform customer service functions.
- Marketing and Advertising. We use your information to market our services to you, to personalize the Website, to run promotions and sweepstakes, to provide targeted advertising, and to deliver information to you that we think may be of interest to you, such as articles, news, or information about various promotions and products.
- Analytics. We use your information to help us better understand your interests and needs, such as by creating a customer profile about you and engaging in analysis and research regarding use of the Website and our products and services. We may monitor and analyze usage and trends to compile statistical information which we may use internally or provide to third parties.
- Security and Fraud Prevention. We use your information to perform security and fraud prevention functions for the Website.
- HR Administration. If applicable, we use your information to recruit and evaluate potential employees and also evaluate and employ current employees.
- Franchise Administration. If applicable, we use your information to evaluate you as a potential franchisee and to administer our franchise relationship if you become a franchisee.

- Required by Law. We use your information as required by law, for compliance purposes, or as we deem necessary to investigate or remedy any actual or potential violation of our policies or to protect the rights, property, and safety of The Peach Cobbler Factory or others as we deem appropriate.

### **Sharing Your Information**

We may share the categories of information described above with third parties that perform services for us or on our behalf. We do not control these third parties or how information is used. The categories of third parties that we share information with, including in the past 12 months, include: (1) service providers and suppliers; (2) marketing partners and advertising networks; (3) data analytics providers; (4) payment processing providers; (5) our affiliates and subsidiaries; (6) social networks; and (7) other parties in connection with business transfers and for legal, safety, fraud prevention, and enforcement reasons.

We share your information with third parties for the following business purposes:

- Operate and Improve our Business. We share your information with third party service providers that help us provide our services to you, increase the efficiency of our business, and improve our products and services. Third-party service providers may also provide us with billing, sales, marketing, advertising, analytics, research, customer service, shipping and fulfillment, data storage, technical or engineering services, IT and security, fraud prevention, payment processing, auditing, and legal services.
- Process Transactions and Facilitate Customer Service. We may share information with third-party providers that process payments on our behalf, help provide the Website and perform customer service functions. We may use third-party AI-powered virtual assistants to handle phone calls and customer support conversations on our behalf. These calls and chats may be monitored and recorded by the third-party. We use chatbot tools that are provided by third parties who will monitor and record transcripts of your customer service chats to help us better manage our customer inquiries.
- Marketing and Advertising. We share information with third-party providers that support online advertising, data co-operatives, mobile advertising, data analytics, social media engagement, advertising networks or any other activity that may be considered cross-behavioral advertising or direct marketing.
- Analytics. We may allow third-party service providers to use tracking technology on the Website, which will enable them to collect information about how you use the Website over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content, and better understand your online activity.
- Security and Fraud Prevention. We share information with third parties that provide security and fraud protection services for us.
- Required By Law. We may share your information as permitted or required by any applicable law in response to a subpoena or other legal process, or as we deem necessary to investigate or remedy any actual or potential violation of our policies, or to protect the rights, property, and safety of The Peach Cobbler Factory or others, as we deem appropriate.
- Transfer of Assets. If we reorganize or otherwise transfer some or all of the Website or our assets to another organization (such as in the course of a merger, dissolution, or

liquidation), your information may be shared with the transferee; however, we will ask the transferee to honor commitments we made in this Privacy Policy.

We generally do not sell information as the term “sell” is traditionally understood. However, we do share data with third parties for marketing and advertising purposes, which may be interpreted as a “sale” or “sharing” under certain laws. In the past 12-months, we have shared the following categories of information to third parties for marketing and advertising purposes: (1) persistent identifiers, such as unique device identifiers, email addresses, account information, IP addresses, information related to your browser and operating system, or any information that you provided through the Website; and (2) user activity data, such data generated through your activities on the Website.

By way of example and without limitation, we share data with Door Dash, Uber Eats, Grub Hub and partner with them to manage certain features of the Website. You should review the privacy notices of those third parties to determine how they may collect and use your information.

### **Cookies, Web Beacons, and Tracking Technologies**

The Website uses cookies, web beacons, and other tracking technologies to collect, use, and share your information with third parties as described in this Privacy Policy. These technologies are useful for storing your preferences and settings, enabling you to sign-in, gathering information such as browser type and operating system, providing interest-based advertising, combating fraud, analyzing how our Website or services perform, and fulfilling other legitimate purposes.

Cookies used on this Website may include: (1) required cookies used to perform essential website functions, such as storing your preferences and settings; (2) social media cookies to show you ads and content based on your social media profiles and activities on other websites; (3) analytics cookies to better understand how you use the Website and to improve our Website and services; (4) advertising cookies to show you ads that are relevant to you. If you previously provided information to us, a unique identifier in the cookie may associate the information collected via the cookie with your information. We may share cookie and tracking information with third parties.

Some content on the Website may be provided by third parties that use cookies in conjunction with other tracking technologies to collect information about you when you use the Website, which enables them to provide targeted advertising to you. We do not control these third parties’ tracking technologies or how they may be used. We may display certain advertising offers on the Website or allow service providers, advertisers, ad networks, or other third parties to advertise on the Website. Additionally, we may use third-party software to serve ads on the Website, implement email marketing campaigns, and manage other interactive marketing initiatives. This third-party software may use cookies, web beacons, or similar tracking technology to help manage and optimize your online experience with us.

Most web browsers are set to accept cookies by default. You can usually choose to set your browser to disable or reject cookies. Be aware that disabling or rejecting cookies could affect the availability and functionality of the Website or certain portions of the Website. Please note that we may still use information we’ve collected from cookies prior to you disabling them; however, we will not collect any further information from the disabled cookies.

## **Data Security**

We have implemented measures designed to secure your information from accidental loss and from unauthorized access, use, alteration, and disclosure. The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

## **Policy for Children**

We do not use the Website to solicit information from or market to children under the age of 18. By using the Website, you represent that you are at least 18 years of age. We encourage parents and legal guardians to monitor their children's internet usage and to instruct their children never to provide personal information through the Website or any other website without parental consent. If you believe a child has provided personal information to us via the Website, please contact us and we will use reasonable efforts to locate and delete the information.

## **SMS Messaging**

By signing up to our promotional lists, you are giving your express permission to The Peach Cobbler Factory and its agents or vendors the right to contact you with targeted advertising materials by email, text message (SMS), telephone or cellphone, including the use of automated, predictive, programmable, or similar automatic dialers or dialing software, or any other means of communication we may utilize to provide promotional offers. Your consent is not a condition of purchase. To the extent applicable, you expressly acknowledge that you are solely responsible for all charges billed by your mobile service provider. No Share of SMS opt-in. The Peach Cobbler Factory will not sell your SMS opt-in to third parties, nor will it share it with third parties to allow such third parties or affiliates to use it for their own marketing purposes. Message frequency varies. Message and data rates may apply. Carriers are not liable for delayed or undelivered messages.

Subscribers can opt-in for SMS messages from **The Peach Cobbler Factory** as a part of the loyalty registration process at <https://thepeachcobbler.myguestaccount.com/en-us/guest/enroll?card-template=JTIldXJsLXBhcmFtLWFfIcy1rZXkleDlmZk04eHQ0dXN2MER3UyVUSjRYZmpBYXJsZU92ZUZlL0tGUlJpWT0%3D&template=1>. By doing so, you agree to receive automated promotional and personalized marketing text messages from **The Peach Cobbler Factory** to the mobile phone number you provided when signing up. Messages may pertain to promotional programs, new menu items, etc. Messages for this program will be sent from (754) 203 -6850 and begin with **The Peach Cobbler Factory**. Consent to receive automated marketing messages is not a condition of any purchase. Message frequency varies. Message and Data rates may apply.

To opt-out of the text messaging program, text the keyword STOP to (754) 203 -6850 to cancel.

After texting STOP to (754) 203 -6850 you will receive one additional message confirming that your request has been processed. For more information, text the keyword HELP to (754) 203 -6850 for customer care information. You can also contact us at [peachy@peachcobblerfactory.com](mailto:peachy@peachcobblerfactory.com), or call (877) 373-2249 for additional assistance.

### **Email Communications**

If you no longer wish to receive promotional communications by email, please follow the unsubscribe link located at the end of an email message. We may share your data, including your SMS opt-in or consent status, with third parties that help us provide our messaging services, including but not limited to platform providers, phone companies, and any other vendors who assist us in the delivery of text messages. Message frequency varies.

### **Do Not Track Signals**

Do Not Track (“DNT”) is a privacy preference that users can set to have their Internet browser automatically send a signal to our Website to request we not track browsing activity across different sites. There is, however, currently no universal standard for sending and receiving DNT signals. As such, we cannot promise that we respond to all DNT signals but do recognize and respond when required by applicable privacy laws, such as when HTTP header fields or Java objects are used.

### **Submitting Information from Outside the United States and Transferring Information**

We control and operate the Website and our services from within the United States of America (the “U.S.”). Your information may be transferred to, and processed in, the U.S. or any other country in which our we or our vendors maintain facilities. Note that the English language version of this Privacy Policy is the controlling version regardless of any translation you may attempt.

### **Links to Other Websites and Third-Party Practices**

This Website may contain links to third party websites. It is our intent to provide links only to other quality websites. However, we have no control over these linked websites or, for that matter, any third parties. Any information collected by websites, other than our Website, is not covered by this Privacy Policy. We are not responsible for the content or privacy and security practices and policies of any third parties, including other websites that may be linked to or from the Website. We encourage you to read the provisions of privacy policies on other websites before providing them with your personal information.

### **Your Privacy Rights**

Where applicable based on privacy laws in your jurisdiction, you may have certain rights you can request that we fulfill. These rights may include:

- **The Right to Know.** You may request that we disclose the information that we collected about you and identify the purposes for which the information was used, whether and to whom it was shared, and what sources it was obtained from.
- **The Right to Delete.** You may request that we delete information that we maintain about you, subject to certain exceptions.
- **The Right to Correct.** You may request that we correct information that we store about you.

- The Right to Opt-Out of Your Personal Information Being Sold or Shared. You may request that we do not sell or share your information.
- Right to Opt-Out of Targeted Advertising. You may request that we opt you out of targeted advertising.
- Right to Limit Use or Disclosure of Sensitive Information. If applicable, you may request that we limit our use or disclosure of your sensitive information by contacting us at [administrator@peachcobblerfactory.com](mailto:administrator@peachcobblerfactory.com)
- Right to Data Portability. You may request that we provide you with a copy of your information on file with us.

### **How to Exercise Your Privacy Rights**

In order to exercise any of the rights detailed in this Privacy Policy, please contact us at [administrator@peachcobblerfactory.com](mailto:administrator@peachcobblerfactory.com)

Exercising your rights under this Privacy Policy will not result in any discrimination by us. We will treat you the same as any other user.

We may require additional information from you to help us verify your identity and state or country of residence, and to process your request. The verification steps may vary depending on the sensitivity of the information and whether you have an account with us. If we are unable to verify your identity, we may deny your requests to know or delete. You can designate an authorized agent to submit requests on your behalf. However, we will require written proof of the agent's permission to do so and verify your identity directly.

If you make a request to exercise any of the applicable data access rights and we are unable to comply with your request, or if you disagree with or dispute our decision, you may request to appeal our decision. To appeal any data access rights decision, please contact us by emailing us at [administrator@peachcobblerfactory.com](mailto:administrator@peachcobblerfactory.com) with the subject line "Data Access Request Appeal." If you are still not satisfied with our response after you complete the appeal process with us, you may contact your state's Attorney General to file a complaint.

### **Retention Period**

We store the information we collect indefinitely.

### **Contact Us**

If you have questions or comments about this Privacy Policy, please send us an email at [administrator@peachcobblerfactory.com](mailto:administrator@peachcobblerfactory.com).

If you prefer, you may also contact us via physical mail at: 3055 Harbor Drive, Suite 1802, Fort Lauderdale, FL 33316.

## **Terms of Use for The Peach Cobbler Factory**

These End User Terms of Service ("**Terms**") govern your engagement with The Peach Cobbler Factory, also known as PCF Franchise, LLC, ("**Peach Cobbler Factory**") in connection with its offering of certain services and benefits, which may include participation in a customer

membership or loyalty club, use of a mobile application, provision of informative materials, benefits, features, events, sales or promotions, all to the extent available from time to time ("**Services**"). Additional terms or documents may govern the use of specific features or benefits and such specific terms will take precedence over these Terms. The Peach Cobbler Factory's End User Privacy Notice explains the Peach Cobbler Factory's practices regarding collection, processing and transfer of any personal data. "**You**" means an individual using the Services.

Please read these Terms carefully. By indicating that you agree or by joining the Peach Cobbler Factory's membership club, you assent to these Terms. The Peach Cobbler Factory may change these Terms from time to time and by continuing to use the Services following any changes, you agree to the amended Terms. If you do not agree to any of these Terms, please do not use the Services.

If you are registering on behalf of any entity or company, you represent that you are authorized to enter into, and bind such company to these Terms and register for the Services.

## **1. Services**

- 1.1. Subject to these Terms, The Peach Cobbler Factory allows you to access and use the Services on a non-exclusive basis for your own privacy, personal, non-commercial use.
- 1.2. Use of and access to the Services is void where prohibited by law. You represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (d) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you. The right to access the Services is revoked where these Terms or use of the Services is prohibited.
- 1.3. The Peach Cobbler Factory may, at any time and without prior notice, change the scope or availability of the Services, the benefits, content, and functionalities, and may add or remove features.
- 1.4. The Peach Cobbler Factory may use information that you provide to let you know about products and Services that it believes will be of interest to you and will offer you the opportunity to unsubscribe from any such messages. For more information, see the End User Privacy Notice.

## **2. Termination**

- 2.1. Subject to applicable law, The Peach Cobbler Factory may, at any time, at its sole discretion, terminate or suspend the operation of the Services, its components, features, or any part thereof, temporarily or permanently. Efforts will be made to publish a termination or suspension notice a reasonable time beforehand. You may request termination of your account at any time by sending an email to The Peach Cobbler Factory

or via means provided through the Services. Upon termination, you must discontinue any use of the Services.

- 2.2. The Peach Cobbler Factory may suspend or terminate your account at any time by providing three (3) days' prior notice. In addition, The Peach Cobbler Factory may suspend or terminate your account with immediate effect and may take any other corrective action it deems appropriate if it believes that you have abused your rights, violated the letter or spirit of these Terms, or engaged in any behavior that is fraudulent, harassing, abusive, illegal or harmful to other users, third parties, or to The Peach Cobbler Factory. If your account is terminated, you may not rejoin without permission.
- 2.3. To the maximum extent permitted by law, upon termination of the Services or any features provided by the Services, any benefits or rights to benefits which you have earned when using the Services will expire immediately, all, at the sole discretion of The Peach Cobbler Factory. To the extent a mobile application is provided as part of the Services ("App"), removal of the App does not automatically unsubscribe you from The Peach Cobbler Factory's customer membership club, for which you should unsubscribe separately.
- 2.4. Suspension or termination of your account shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

### **3. Use Restrictions.**

- 3.1. You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Services, including framing or mirroring any part of the Site or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content available through the Services; (3) use the Services or content thereon in connection with any personal or commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services; (5) use or access another user's account without permission; (6) use the Services or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws.
- 3.2. To the extent you are provided with login details as part of your use of the Services, you are solely responsible for keeping them confidential and not sharing them with any third party. The Peach Cobbler Factory shall not be liable for any loss or damage arising from unauthorized access to or use of your account or benefits from your failure to keep your information confidential.

#### 4. **Payments and Products.**

- 4.1. The Services may include an online or physical store through which you can purchase certain goods or services ("**Products**"). In order to make purchases through the Services, you will be asked to provide customary billing information such as name, billing address and credit card information to The Peach Cobbler Factory or to The Peach Cobbler Factory's third-party payment processor(s). Depending on The Peach Cobbler Factory's configuration, the Services may save these details for future purchases. Information of payment methods used by you may be used by the Services to allow automatic identification. You hereby authorize the collection of such amounts by charging the credit card provided, via a third-party payment processor. If you are directed to a third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Personal Data collection practices. Please review such terms and conditions and privacy policy before using such services.
- 4.2. Products, offerings, appointment, reservations, bookings, scheduling, dealings, transactions and interactions that may be available through the Services are customized and handled by The Peach Cobbler Factory and may be supported or enabled by third parties' services linked to, embedded in or integrated with the Services (for example: e-commerce platforms, scheduling service providers, payment services providers, etc.). The Peach Cobbler Factory is not responsible for the independent actions of any of its service providers.
- 4.3. The Products shall be offered in compliance with applicable law, including applicable consumer protection laws. Any returns of Products shall be conducted in accordance with the required conditions under applicable consumer protection laws.
- 4.4. The Services may include promotions, advertisements and commercial information. By clicking advertisements you may be transferred to an advertiser's website and may choose to receive any other messages, information or offers from the advertiser and from others. To the maximum extent permitted by law, The Peach Cobbler Factory is not responsible for any of the advertisers' practices including their privacy practices, or for the content of their websites, information, messages, or offers.

#### 5. **Customer Loyalty Features Description.** Through the Services you may be offered the ability to participate in certain customer loyalty features, to the extent available from time to time. The Peach Cobbler Factory does not guarantee that any of these features will be offered at any time. You may be required to be a member of The Peach Cobbler Factory's customer membership club to use certain features. To the extent provided, these customer loyalty features are subject to applicable law and may be subject to additional terms, as follows:

- 5.1. Scratch Cards. Digital scratch cards allow you to click to unveil rewards, discounts, or other benefits ("**Benefits**") that are hidden behind virtual scratch panels. Some scratch cards may entitle you to a prize within an individual game. The Benefits available may change from time to time. The Peach Cobbler Factory may need to key in a code into your

device, scan a QR code, or use another feature available to you on the Services in order to enable you to redeem your Benefit. Do not click the "Redeem" button or otherwise try to redeem a Benefit unless you are at The Peach Cobbler Factory's premises and actively presenting your Benefit to The Peach Cobbler Factory.

- 5.2. Point Accumulation Plans. This feature allows you to earn points for each purchase you make in The Peach Cobbler Factory's premises and/or other actions taken by you on the Services and/or for other activities, as determined by The Peach Cobbler Factory. The points that you earn can be redeemed at a conversion ratio pre-determined by The Peach Cobbler Factory. Your aggregate number of points will be presented to you via the Services.
- 5.3. Punch Card. This feature allows you to collect "punches" on a virtual punch card. When you've collected a number of punches in the amount pre-determined by The Peach Cobbler Factory, you will be eligible to get a Benefit. A punch may be earned for a purchase in The Peach Cobbler Factory's premises, an action on the Services (e.g. sharing something on social media), or another action as determined by The Peach Cobbler Factory. Subject to any specific punch card rules and the setup of the Services, your punch card may be punched automatically when you make certain purchases, or you may be provided with a code to be used in order to register the punch.
- 5.4. Pre-paid Card. This feature allows you to purchase a pre-paid punch card entitling you to a fixed number of items that you may redeem at The Peach Cobbler Factory premises, via the Services or otherwise as solely determined by The Peach Cobbler Factory. Items from a pre-paid card are redeemable until the expiration date indicated on the card.
- 5.5. Pay with Budget. This feature allows you to charge (and recharge) your Services with certain amount of credit by purchasing it ("**Budget**"). With the Budget, you may purchase items from The Peach Cobbler Factory until such credit reaches a balance of zero (0). Your current Budget will be displayed on the Services.
- 5.6. Coupons. This feature offers you a coupon code (e.g. a number, barcode, or QR). To use the coupon, the coupon code needs to be keyed, scanned and/or read at checkout/payment page or by the cashier in The Peach Cobbler Factory premises. Only one coupon may be used for each transaction, unless stated otherwise on the coupon. Each coupon can be used only within the valid dates thereon. Expired coupons will not be accepted. Coupons may be subject to certain limitations and/or preconditions as indicated thereon. Coupons cannot be exchanged for cash or gift cards. The Peach Cobbler Factory reserves the right to limit the use of or revoke any coupon. The Peach Cobbler Factory may decide at its sole discretion not to honor coupons which it does not recognize, which are not present in the Services database/lists, or which have allegedly already been used. Coupons that have been applied are non-refundable.
- 5.7. General Club Deals. The Peach Cobbler Factory may, at its sole discretion, determine that certain Benefits shall apply to registered club members, or to certain groups of members. In order to receive Benefit(s) you may have to identify yourself to The Peach Cobbler

Factory as a registered member and may have to provide identification details (such as name or phone number). If you do not actively identify yourself to The Peach Cobbler Factory, you may not be able to receive the Benefit to which you would otherwise be entitled.

## **6. Customer Loyalty Features – Termination; Disclaimer.**

- 6.1. Subject to applicable law, Customer Loyalty Features on your Services will automatically expire upon any of the following events: (a) use of the specific feature, including use of Budget or redemption of a Benefit; (b) upon the expiration date indicated; (c) if you remove the Services from your device; (d) if The Peach Cobbler Factory has decided to cancel that feature and/or Benefit for any reason; or (e) if the Services are terminated generally or the App becomes unavailable.
  - 6.2. The Peach Cobbler Factory may, at any time and without notice: (a) suspend or cancel any Customer Loyalty Features and/or Benefits if you have violated these Terms or part thereof in the event of violation of these Terms or any part thereof by you; or (b) terminate any Customer Loyalty Feature in its entirety. In addition, The Peach Cobbler Factory may decrease the number of points or other Benefits which you (allegedly) earned for various reasons such as: (a) if they have been granted to you by mistake or as a result of an error or bug in the Services or The Peach Cobbler Factory's point of sale system; (b) if you returned a purchased Product; or (c) if they were not earned in accordance with these Terms. In some cases, The Peach Cobbler Factory may choose to offer you an equivalent alternative benefit.
  - 6.3. In any event, no refunds or cash compensation will be available to you for unused points, coupons, virtual money on your gift card or any benefit that was not redeemed for any reason.
  - 6.4. If a purchased item is returned by you to The Peach Cobbler Factory's premises, then The Peach Cobbler Factory may, subject to applicable law: (a) charge you for the same amount of points earned by you when purchasing such item; (b) cancel your entitlement to a Benefit; or (c) cancel your related punches, coupons, discounts etc.
7. **Intellectual Property.** The Peach Cobbler Factory or its licensors, as the case may be, have all right, title, and interest in the Services, and any content thereon, including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms should be construed as granting you any right to use any trademark, service mark, logo, or trade name of The Peach Cobbler Factory or any third party. If you provide The Peach Cobbler Factory with any feedback regarding the

Services, The Peach Cobbler Factory or its service providers may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

## **8. Disclaimers and Disclaimer of Warranty**

- 8.1. Your use of the Services is at your sole discretion and risk. The Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. The Peach Cobbler Factory does not represent or warrant that Services will be of good quality or useful for your needs.
- 8.2. THE PEACH COBBLER FACTORY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE APP AND/OR SERVICES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE PEACH COBBLER FACTORY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE APP AND/OR SERVICES; (II) THAT THE APP OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED.
- 8.3. No advice or information, whether oral or written, obtained by you, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

## **9. LIMITATION OF LIABILITY.**

- 9.1. Without derogating from any of the above, The Peach Cobbler Factory assumes no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials or Services. The Peach Cobbler Factory is not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Services.
- 9.2. IN NO EVENT SHALL THE PEACH COBBLER FACTORY, ITS AFFILIATES, ITS SERVICE PROVIDERS (INCLUDING PAYTRONIX, AS DEFINED BELOW), OR THEIR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS ("**INVOLVED PARTIES**") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION

INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, OR TERMINATION THEREOF, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION OR BENEFITS PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER THE INVOLVED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF THE INVOLVED PARTIES TO YOU EXCEED US\$50.

10. **Indemnification.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, the Involved Parties and anyone acting their behalf, at your own expense and immediately after receiving a written notice thereof, from and against any damages, losses, liabilities, costs and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, or demand, arising from, or in connection with, your use of the Services, your breach of the Terms, your violation of applicable laws, any other terms, rules or regulations applicable to the Services, or your violation, or infringement of other persons rights, including, without limitation, the rights of any Involved Parties. You may not settle or compromise such suit without The Peach Cobbler Factory's prior written consent. The Peach Cobbler Factory may be represented in any such suit by counsel of its own choosing at its own expense.
11. **Application Marketplace.** To the extent an App is provided, the App may be subject to additional third-party terms relating to the marketplace or store from which the App was downloaded. The third parties providing such marketplaces may be beneficiaries of these Terms, pursuant to the marketplace's Terms. The following terms apply if you downloaded the App from Apple's App Store.
  - 11.1. Apple Inc. ("**Apple**") is not a party to these Terms and is not responsible for the App.
  - 11.2. Your license to use the App is not transferrable and is limited to use on iOS Products that you own or control, and as permitted by the Usage Rules in the App Media Services Terms and Conditions, except as permitted via Family Sharing, volume purchasing, or Legacy Contacts.
  - 11.3. In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.
  - 11.4. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

- 11.5. Apple will not be responsible for the investigation, defense, settlement, or discharge of a claim that your use of the App infringes a third party's rights.
- 11.6. Apple and its subsidiaries are third party beneficiaries of these Terms and Apple will have the right to enforce these Terms against you as a third-party beneficiary. 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.
12. **Paytronix.** The Services are powered by Paytronix Systems, Inc., a subsidiary of The Access Group. ("**Paytronix**") and Paytronix will be considered a beneficiary under these Terms. Paytronix may, at its sole discretion, enforce any rights and/or obligations against you at law or in equity and is entitled to rely upon all rights, representations, warranties and covenants made by you in these Terms to the same extent that The Peach Cobbler Factory is. Paytronix is not responsible for the provision of the Services, App, Products, or Benefits to you and does not control The Peach Cobbler Factory's configuration of the Services, its offerings, or its administration of its customer loyalty program. Paytronix is not responsible for the actions of The Peach Cobbler Factory in connection with the Services or otherwise. Nothing herein or through the Services shall be considered a recommendation, endorsement, or encouragement by Paytronix to engage with The Peach Cobbler Factory in any transactions or to procure any Products.
13. **Governing Law, Jurisdiction.** These Terms shall be governed solely by the laws of the country where The Peach Cobbler Factory is incorporated and the competent courts in the city of its establishment shall have exclusive jurisdiction to hear any disputes arising hereunder, provided however, that The Peach Cobbler Factory or any Involved Parties may lodge a claim against you pursuant to the indemnification clause above, in any court adjudicating a claim, in which case the law that governs that claim shall also govern the indemnification claim against you and/or The Peach Cobbler Factory, the Involved Parties and its service providers may also seek injunctive relief in any court of competent jurisdiction in any country where the infringement, violation or action takes place.
14. **Miscellaneous** In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and The Peach Cobbler Factory or enables you to act on behalf of The Peach Cobbler Factory. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between you and The Peach Cobbler Factory pertaining to the subject matter hereof, and any and all other agreements existing between you and The Peach Cobbler Factory relating thereto are hereby canceled. The Peach Cobbler Factory may assign and/or transfer its rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any

breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

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