

## **Food Bazaar Rewards App Program Terms of Use**

The websites, mobile websites, mobile applications, or other online services owned or operated by Bogopa Service Corp. dba Food Bazaar Supermarket, or its affiliates and subsidiaries (collectively "Food Bazaar" or "we") that link to these terms (collectively, "Services") are made available to you by Food Bazaar and are subject to the following Terms of Use. PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THE SERVICES. By using the Services, you agree that these Terms of Use create a legally binding agreement between you and Food Bazaar. By continuing to use this app, you are agreeing to our terms of use and are 18 years or older. If you disagree or are younger, please exit and uninstall the app.

Food Bazaar reserves the right, at any time, to modify these Terms of Use. By continuing to use the Services following such modifications you agree to be bound by such modifications. We will post our most current Terms of Use on this page, and you should periodically visit this page to review them.

Please note that some of our Services or specific portions or features of our Services may be subject to additional policies, terms, or conditions ("Additional Terms"). Please review all Additional Terms for the Services you use, which are incorporated into and made a part of these Terms of Use. If there is a conflict between these Terms of Use and any of the Additional Terms, the conflicting Additional Terms shall take precedence with respect to your use of those Services that are governed by those conflicting Additional Terms. Finally, these Terms of Use incorporate by reference any other notices contained on the Services and constitute the entire agreement between you and Food Bazaar with respect to your access to and use of the Services.

## **Electronic Communications and Notices**

You may communicate with us via e-mail, postal mail, telephone, the mobile applications, our Web site, and other services. We may issue notices via these various channels, including by sending e-mails to an address you provide us. You agree that such notices shall have legal effect. You also agree that any notices sent by e-mail satisfy any requirement that notices be provided in writing. If you do not agree, do not use the Services. You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, we will provide you with paper copies upon request. You may make such a request via any of the channels listed above. If you withdraw your consent, we reserve the right to terminate your use of Food Bazaar's Services. To receive, access, and retain the notices we send via e-mail, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print, or download and store, e-mails and PDF files. By accepting these terms, you confirm that you are able to receive, access, and retain the notices we may send. You may update your contact information through the Services.

## **Privacy**

Please review our **Privacy Policy**, which also governs your use of the Services. Additionally, to learn more about how we treat the information that you provide. The **Privacy Policy** is also incorporated into and made a part of these Terms of Use.

## **Ownership**

Unless noted otherwise, the Services, in their entirety, including but not limited to all design and content, are the sole property of Food Bazaar and its content suppliers. The content available via the Services is protected by United States and international copyright, trademark, and other laws. Except as stated in these Terms of Use, no content may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means without the prior written consent of Food Bazaar or the respective owner. You may not use Food Bazaar's name, logo, or other trademarks for any purpose without the express written consent of Food Bazaar. Any rights not expressly granted herein are reserved by Food Bazaar.

## **Copyright Policy**

Food Bazaar does not permit copyright infringing activities on its Services. Food Bazaar abides by the federal Digital Millennium Copyright Act ("DMCA") by responding to notices of alleged infringement that comply with the DMCA and other applicable laws. As part of our response, we will remove materials if properly notified that such materials infringe on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any content on our Services infringes upon your copyrights, you may submit a notification pursuant to the DMCA by sending an e-mail to [support@bogopausa.com](mailto:support@bogopausa.com).

## **Conduct and Security on the Services**

You are not permitted to engage in any conduct that, as determined in our sole discretion, restricts, inhibits, or interferes with the ability of any other person to use or enjoy the Services. You may use the Services only for lawful purposes. You are prohibited from: (a) accessing or using the Services to collect information about users of the Services; (b) violating or attempting to violate the security of the Services; or (c) using any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted via the Services.

## **Links**

You may create a text-only hyperlink labeled "Food Bazaar Web site" to our home page only ([www.myfoodbazaar.com](http://www.myfoodbazaar.com)). You are not permitted to use a link that "frames" our Services or that portrays Food Bazaar, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. Also, you may not use any other Food Bazaar logo, graphic or trademark as part of the link without our express written permission. Food Bazaar may revoke your right to link at any time for any reason.

## **User Content and Permitted Use of Services**

Food Bazaar reserves the right, but not the obligation, to monitor use of the Services and the content that you and other users may post in certain areas. We further reserve the right, but not the obligation, to remove information and materials that we deem, in our sole discretion, to be objectionable. Subject to the terms of our **Copyright Policy** language above, Food Bazaar expressly disclaims any obligation or warranty to screen or remove objectionable materials. Food Bazaar further reserves the right to disclose any content, records, or electronic communications of any kind if we are required to do so by any law, regulation, or court order, or if such disclosure is necessary or appropriate to operate the Services or to protect Food Bazaar's rights or property, or the rights of others, including our partners, affiliates, sponsors, providers, licensors, and merchants, or other persons that use the Services.

You represent and warrant that you will not use the Services to post content (such as comments): that is false, misleading, inaccurate; that infringes on the rights of others; that, as determined by Food Bazaar in its sole discretion, is obscene, derogatory, harassing, abusive, or defamatory; that constitutes unsolicited advertising; that impersonates another person, business, or entity; that contains malicious or otherwise harmful computer code; or that otherwise violates these Terms of Use. You also represent and warrant that you will not post content for which you received compensation from a third party without receiving written authorization from Food Bazaar.

## **Health & Wellness Content**

Any health and wellness content presented on the Services is for general informational purposes only. Such content is not intended to replace or serve as a substitute for professional medical advice, diagnosis or treatment, nor is it intended as a guarantee of improvement of specific conditions or weight loss. You should regularly consult a physician or other health care provider in all matters relating to physical or mental health, particularly concerning any symptoms that may require a diagnosis or medical attention.

## **Information Provided on Our Services**

The content that appears on our Services is for educational and informational purposes only. We strive to provide useful and accurate information. However, errors may appear from time to time. We make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of the information presented on the Services. Any pricing shown or offered through the Services is considered an estimate only and is subject to change. Please contact your local Food Bazaar store if you have questions about pricing.

## **Third Party and Co-branded Content**

Food Bazaar may provide content or provide links to content on the Services (including co-branded websites) that are not under the sole control of Food Bazaar. Food Bazaar does not assume any responsibility for the operation, content, privacy practices, or technologies used by third-party services. You agree that you interact with third parties at your sole risk and that your

relationship with those parties will be governed by their terms and policies. Food Bazaar in its sole discretion may modify or remove such links or content at any time and without notice.

### **Submissions**

Food Bazaar may offer you the opportunity, or you may choose, to submit information, comments, pictures, videos, or ideas to Food Bazaar or to other users of the Services (collectively "Submissions"). We welcome your Submissions. However, by sending Submissions to Food Bazaar, you acknowledge that the Submissions will not be treated by Food Bazaar as confidential and you agree that you grant to Food Bazaar a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Submissions throughout the world in any media. By sending Submissions, you warrant that you are the sole author of the content, that you are at least 18 years old and that your Submissions will not cause injury to the rights or property of any person or entity.

### **Disclaimers**

ALTHOUGH FOOD BAZAAR RESERVES THE RIGHT TO CORRECT ANY ERRORS, OMISSIONS, OR INACCURACIES, YOU ACKNOWLEDGE THAT THE SERVICES, AND ALL INFORMATION CONTAINED THEREIN, ARE PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. FOOD BAZAAR DOES NOT WARRANT THAT THE SERVICES OR ANY INFORMATION, CONTENT OR FUNCTIONALITIES OFFERED THROUGH THE SERVICES, OR ANY ELECTRONIC COMMUNICATIONS SENT FROM FOOD BAZAAR, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, FOOD BAZAAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of Liability**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT FOOD BAZAAR AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM: THE USE OF THE SERVICES; THE INABILITY TO USE OR ACCESS THE SERVICES; OR ANY INFORMATION, CONTENT OR FUNCTIONALITY OFFERED THROUGH THE SERVICES. THESE LIMITATIONS APPLY TO ALL LOSSES AND DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES OR THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY

PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF FOOD BAZAAR UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

### **Indemnities**

You agree to hold harmless Food Bazaar and its respective shareholders, officers, directors, employees, agents, licensors and suppliers from any and all claims arising out of or related to your access or use of the Services or your inability to access or to use the Services or any other offerings rendered by Food Bazaar or its contractors in conjunction with the Services or your use of the Services.

### **Applicable Law**

By using the Services, you agree that the laws of the state of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Food Bazaar.

### **Disputes**

ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SERVICES SHALL BE SUBMITTED TO CONFIDENTIAL BINDING ARBITRATION IN KINGS COUNTY< NEW YORK, EXCEPT FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY EITHER PARTY (WHICH FOR PURPOSES OF THIS SECTION DO NOT INCLUDE PRIVACY AND PUBLICITY CLAIMS) AND CLAIMS THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT. IF YOU CAN DEMONSTRATE TO US THAT ARBITRATION IN KINGS COUNTY, NEW YORK WOULD CREATE AN UNDUE BURDEN TO YOU, WE WILL ALLOW YOU TO INITIATE THE ARBITRATION IN YOUR HOME STATE. ANY DISAGREEMENTS REGARDING THE FORUM FOR ARBITRATION WILL BE SETTLED BY THE ARBITRATOR.

CONFIDENTIAL ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY UNDER THE CONSUMER ARBITRATION RULES THEN PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA’S CONSUMER RULES”), EXCLUDING ANY RULES AND PROCEDURES GOVERNING OR PERMITTING CLASS OR REPRESENTATIVE ACTIONS. THE RULES ARE AVAILABLE AT THE AMERICAN ARBITRATION ASSOCIATION’S WEBSITE.

FOOD BAZAAR AND YOU AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.

THE ARBITRATOR SHALL APPLY NEW YORK LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS IN KINGS COUNTY, NEW YORK.

If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules. Regardless of who initiates the arbitration, Food Bazaar will pay any other arbitration fees, including your share of arbitrator compensation. If the arbitrator rules against Food Bazaar, in addition to accepting whatever responsibility is ordered by the arbitrator, Food Bazaar will reimburse your reasonable attorneys' fees and costs, regardless of who initiated the arbitration. In addition, if the arbitrator rules in our favor, we will not seek reimbursement of our attorneys' fees and costs, regardless of who initiated the arbitration.

### **Intellectual Property Claims by Food Bazaar**

In the event of intellectual property claims by Food Bazaar against you, Food Bazaar shall have the right to litigate such claims in any state or federal court in Kings County, New York, and you consent to the exclusive and mandatory venue in such courts.

### **No Waiver**

Food Bazaar's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

### **Contact Us**

[Contact us](#) if you have any questions about these Terms of Use or you would like to receive a copy free of charge. You may also download a copy of these from our website [www.myfoodbazaar.com](http://www.myfoodbazaar.com).

# Privacy Policy

At Food Bazaar, we are committed to protecting your privacy. We developed this Privacy Policy to inform you about how we treat the information that we collect about you when you use the Services. By using the Services, you consent to the practices described in this Privacy Policy.

## Updates to Privacy Policy

Food Bazaar reserves the right, at any time, to modify this Privacy Policy. By continuing to use the Services following such modifications, you agree to be bound by such modifications. We will post our most current Privacy Policy on this page, and you should periodically visit this page to review it.

## Information that We Collect from You

You may be able to use some of our Services without providing any personal information to us. However, in order to take advantage of certain features, offerings, or other functions of our Services, you may be asked or required to provide personal information. For example, depending on the feature or service you wish to access, we may ask you to register an account with us or otherwise collect information from you such as your name, address, e-mail address, telephone number, credit card information, household information, demographic information, and/or information about your interests. You can always choose to not provide us with the requested information; however, if you choose to not provide such information, you may not be able to access or use certain features or functions of the Services.

To the extent that you provide us with a mobile telephone number you hereby:

- represent that you are the account holder and subscriber for the mobile telephone number that you provide, or that you have the account holder and subscriber's permission to receive text messages and/or phone calls at that telephone number;
- agree to notify us promptly if the mobile telephone number you have provided changes;
- agree to indemnify us in full for all claims, expenses, costs, and damages related to, arising under, or caused by, in whole or in part, your failure to notify us promptly if the phone number you have provided changes, including but not limited to, all claims, expenses, costs, and damages related to or arising under the Telephone Consumer Protection Act; and
- understand and agree that based on your plan with your mobile carrier, normal usage rates and fees, including data fees and text message rates, may apply to text messages and/or phone calls delivered by Food Bazaar or on Food Bazaar's behalf.

## Information We Collect from Other Sources

We may also receive information about you from other sources, including third parties that help us: update, expand, and analyze our records; identify new customers; and prevent or detect fraud. We may also receive information about you from social media platforms including but not limited to when you interact with us on those platforms, access our social media content, or use your social media login credentials to access our Services. The information we will be able to receive will be determined by the privacy settings, policies, and/or procedures of the applicable social media platform.

### **Information We Collect Automatically**

When you use the Services, we may collect information about how you access, use, or otherwise interact with the Services, our emails, and online advertising. We do so for various reasons, including to help ensure that the Services continue to work correctly, to improve the Services, to support marketing campaigns, to understand our customers and how they use the Services, and to offer you a more personalized experience. The information we collect may include technical information such as your IP address, the type of device that you use to access the Services, the operating system on your device, the website or other online service that directed you to our Services, and the content that you view on the Services. For more information about how we collect this information, please see our Cookies and Other Tracking Technologies section below.

### **Information Collected from Mobile Devices**

When you access our Services via a mobile device, we may collect various information, including the type of mobile device you use, the temporary or persistent device identifier associated with your device, the IP address of your mobile device, the device's operating system, the browser you use to access the Services, information about how you use the Services, and your device's location as described below.

You may be able to use our mobile applications to scan barcodes or take images of products or prescription bottles in order to create shopping lists or conduct transactions. To do so, our mobile applications may request permission to access your camera and photo files. Please note that some features of our mobile applications and/or Services may not be usable or available to you if you do not grant us such permission.

**Location Information.** Our mobile applications and websites may also collect precise information about the location of your device after you permit us to obtain such information from technologies such as Bluetooth beacons, GPS, Wi-Fi signals, or cell tower signals. We may also use technologies to determine if you are shopping in one of our stores by relying on signals transmitted by your mobile devices. We collect this information to provide you with services, content and offers based on your location. For example, we may use our mobile applications to provide you with the location of nearby stores and deals available in those stores. You may be able to enable our Services to notify us when you enter one of our stores so that we can prepare any orders you may have or to let you know about the events and deals available in the store. To opt out of the collection of precise location or presence information, you can adjust the permissions on your mobile device or uninstall our mobile applications.

## How Do We Use Your Information?

- We may use the information we collect to deliver promotional and marketing materials to you via physical mail and electronically regarding Food Bazaar and its products and services.
- We may use the information we collect: to fulfill your requests for our products, programs, or services; to respond to your inquiries; to offer you other products, programs, or services that we believe may be of interest to you; to survey you; and otherwise for the purposes for which you provided the information.
- We may combine the information we collect from your use of the Services with information that we collect from other sources.
- We may use any of the information we collect for research, market studies, or to enhance the products and services we provide to you.
- We may use the information we automatically collect from you to deliver marketing communications, special offers, or advertisements that may be of interest to you, including the delivery of targeted advertisements that are based on your previous online activity on the Services and other third-party services (for example, if you view a page on our website about a particular product, you may receive an online advertisement for that product or a related product on a different area of our Services or on other websites on the Internet you visit).
- We may share information with our partners and advertisers for our legitimate business purposes, but we do not sell or rent your personal information to outside parties.
- We may share anonymized information with our partners and advertisers. Anonymized information is information that is altered, combined, or otherwise processed so that it can't reasonably be identified with an individual person.
- We may use information we collect to create personalized content, offers, services, and advertising. This includes personalized content based on the precise location information we collect from mobile devices or the location that we infer from your IP address or other information.
- We may disclose the information to third parties when we are required to do so by any law, regulation, court order, subpoena, law enforcement, or other regulatory requirement.
- We may disclose the information if we believe that such disclosure is necessary or appropriate: to comply with applicable law; to operate the Services; to protect the rights, property or safety of Food Bazaar, other users of the Services, partners, affiliates, sponsors, providers, licensors, merchants, or others; to prevent harm or loss; or in connection with an investigation of suspected or actual unlawful activity.

## **Public Information**

If you post comments, pictures, or other content via public forums that may be available on the Services, that information may be publicly available. The information may be searchable by search engines and copied or republished by third parties. We have no control over those third parties. Please think carefully before you post any information via the Services.

## **Your Options Regarding the Information that We Collect**

You may choose to:

- Stop receiving marketing or promotional e-mails or direct mailing.
- Update and correct the information that you provide us; or
- Request that we cancel your account or that we no longer use the information you have given us to provide you services.

To exercise your choices, you may:

- Opt out of receiving marketing or promotional communications by following the directions in a marketing e-mail or direct mailing;
- Login to your Food Bazaar Account at [www.myfoodbazaar.com](http://www.myfoodbazaar.com) to update your information or change your communications preferences;
- Return to the area of our Services at which you signed up for a particular program and modify your information;
- Call **1-800-553-8341** with your request and current contact information;
- [Contact us](#) online with your request and current contact information;

If you opt-out using the directions and/or mechanisms provided in a specific type of communication, please be aware that you may only stop receiving that type of communication unless you exercise another option as described herein. Please note that it may take time to remove your information from our databases and that you may receive communications from us until such time as it is removed. Please note that it may not be possible to completely remove your information due to backups, records of deletions, and data retention requirements or policies.

## **Security**

Food Bazaar uses administrative, technical, and physical safeguards designed to safeguard the information we collect via the Services. However, no information system can be 100% secure. We cannot guarantee the absolute security of your information. Moreover, we are not responsible for the security of information you transmit or receive via the Services over networks that we do not control, including the Internet and wireless networks.

## Questions about Our Privacy Policy

Please let us know if you have any questions about our Privacy Policy by [contacting us](#) online.

## Child Privacy Notice

At Food Bazaar, we are committed to protecting your child(ren)'s privacy. We developed this Child Privacy Notice to inform you about our information collection practices and policies with regard to the personal information about your children that you provide to Food Bazaar through the Services. By using the Services, you agree to the terms in this Child Privacy Notice. This Child Privacy Notice is an online notice and applies only to the Services.

- Food Bazaar collects personal information from parents about their child(ren) through the Services in order to provide parents and child(ren) with access to the benefits that the parents have requested. You are sharing personally identifiable information with Food Bazaar when you register yourself and your child(ren) through certain portions of the Services.
- Only parents may register their children on the Services; therefore, Food Bazaar does not knowingly collect personal information from children under the age of 13.
- When you provide personal information about yourself and your child(ren) through certain portions of the Services, that information is collected and maintained by Food Bazaar and, depending on the functionality of the service or program, by third parties under contract with Food Bazaar. Those third parties are contractually obligated to keep such personal information confidential and secure.
- Food Bazaar has created a password-protected mechanism by which parents can review their and their child(ren)'s personal information provided through the Services, revise that information, or ask to have that information deleted. Once registered, a parent is able to modify the non-optional information that was supplied through the Services.
- Please [contact us](#) if you have any questions about our Child Privacy Notice.

\*You should never disclose or allow access to your password to anyone who is not authorized to access your or your child(ren)'s personally identifiable information. Passwords should be kept confidential at all times. In the interest of protecting your account security, Food Bazaar recommends that you change your password on a regular basis and immediately if you suspect that your account security has been jeopardized.