

# BAR LOUIE TERMS AND CONDITIONS

EFFECTIVE DATE: UPDATED MARCH 7, 2017

Welcome to the web sites of BL Restaurant Operations, LLC, its subsidiaries, parent, and affiliated companies (collectively, "Bar Louie") (this "Site"). Set out below are the general terms and conditions applicable for use of this Site, Bar Louie Gift Cards, Bar Louie Applications and/or Bar Louie Programs ("Terms and Conditions"). By using this Site, or participating in any of Bar Louie's gift card, application or loyalty programs as set forth below you agree to be bound and are bound by these Terms and Conditions. If you do not agree with these Terms and Conditions do not use this Site. Bar Louie reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions, at any time, without notice and without liability towards you. Be sure to check this page periodically for updates, as your continued use of this Site signifies your acceptance of any changed terms or conditions. Bar Louie's will not be held responsible or liable for the timeliness of or removal of information, failure to store information, inaccuracy of information or improper delivery of information.

## GENERAL USE

Bar Louie uses service providers and other licensors/suppliers, and works with other third parties, to provide hosting of and otherwise facilitate this Site, to provide other services in support of this Site, to create this Site and its content, and in support of any programs that may be available through or described on this Site, and each is hereinafter singly and collectively referred to as a "supplier."

The logos, trademarks, designs or information contained in this Site is the property of Bar Louie or Bar Louie is a licensed user of such information and your reproduction, duplication, or otherwise exploitive use for any commercial purpose without the express without consent of Bar Louie is prohibited.

Your use of this Site does not create, and nothing contained in this Site shall be construed as creating or conferring to you, by implication, estoppel, or otherwise, a license or any other rights in trademarks, service marks, copyrights or other intellectual property rights or any other rights of Bar Louie, its supplier(s), or any third party.

This Site, unless specifically otherwise identified, does not create a business or professional services relationship between you and Bar Louie, its supplier(s) or any of its franchisees.

You may not use this Site for any purpose that is unlawful or prohibited by these Terms and Conditions or by law, or that causes damage to Bar Louie on or through this Site. You promise that none of your communications with or through this Site will violate any applicable local, state, national, international, or other law.

You further promise that none of your communications with or through this Site, including without limitation any usernames or passwords you establish, will infringe upon the rights of any third party or contain defamatory, libelous, abusive or obscene material.

You agree not to affect/interrupt or to attempt to affect/interrupt the operation of this Site in any manner.

You may use information about Bar Louie's products and services (such as menus, articles, and similar materials) purposely made available by Bar Louie for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose, (3) do not copy or post such information on any networked computer or broadcast it in any media, (4) make no modifications to any such information,

and (5) not make any additional representations or warranties relating to such documents.

You agree to defend, indemnify and hold harmless Bar Louie and its parent, affiliates, franchisees, agents, licensors, and supplier(s) and each of their respective employees, officers, directors and insurers, from and against any actual or threatened demands of any kind or nature arising out of or in connection with your violation of any Terms and Conditions.

#### **NUTRITIONAL AND OTHER INFORMATION**

Nutritional and other information provided on this Site applies only to menu items made available by Bar Louie.

#### **LINKS TO OTHER SITES**

This Site may provide links to co-branded, third-party supplier sites, in addition to other websites not operated by Bar Louie. Such links do not imply, nor should you infer, association, sponsorship, affiliation, or endorsement of material on any other site, and Bar Louie assumes no responsibility for such third-party web sites, including, but not limited to any content contained on such websites. Any creation by you of hyperlinks to this Site is not allowed without the express written consent of Bar Louie.

#### **PRIVACY POLICY**

Registration data and other personally identifiable information will be collected and used by Bar Louie consistent with our Privacy Policy, which is incorporated herein for all purposes. You can see our Privacy Policy at [www.barlouie.com](http://www.barlouie.com).

#### **SUBMISSIONS**

Bar Louie welcomes your comments regarding our products and services. However, we cannot accept or consider ideas, suggestions, proposals, materials, including, but not limited to, recipes, creative artwork, or ideas for advertising, promotions, menu or other product offerings other than those we have specifically requested. This policy is intended to help Bar Louie avoid future misunderstandings when new products, services, and features developed internally by Bar Louie might be similar or even identical to your idea.

If you send us an unsolicited suggestion, idea, proposal or other material ("Submission"), you will be agreeing and warranting, and Bar Louie will consider the Submission to be, non-confidential and nonproprietary and that Bar Louie may use such Submission or not, as it chooses in its sole discretion. Bar Louie shall have no obligations to you concerning the Submission, contractual or otherwise (including, but not limited to, an obligation to keep the Submission confidential), and shall not be liable for any use or disclosure of any Submission. Further, you understand and agree that the Submission becomes the sole property of Bar Louie. By submitting the Submission, you also understand and agree that Bar Louie shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to you.

#### **LIMITATION OF LIABILITY/INDEMNITY**

Except where prohibited by law, in no event shall Bar Louie be liable to you for any incidental, indirect, special, punitive, exemplary and/or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with this Site, Bar Louie Gift Cards, Bar Louie Applications, Bar Louie Programs or any rewards that may be offered, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability and/or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. Unless prohibited by law, in no event shall the aggregate liability of Bar Louie or any franchisee, supplier, any supplier website accessible from or through this Site, and/or their contents, or any of their officers, directors, employees or insureds to you or any third party for damages, losses, and causes of action exceed

the amount paid by you, if any, for accessing this Site or \$100, whichever is less.

You agree to indemnify and hold harmless Bar Louie, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, from any demands, loss, liability, claims and/or expenses (including attorneys' fees), made against Bar Louie by any third party due to or arising out of or in connection with your use of this Site, Bar Louie Gift Cards, Bar Louie Applications or Bar Louie Programs.

#### **DISCLAIMER**

THIS SITE, AND ALL ITS CONTENTS, AND EACH SUPPLIER WEBSITE ACCESSIBLE FROM OR THROUGH THIS SITE, ARE PROVIDED TO YOU "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BAR LOUIE AND ITS FRANCHISEES AND SUPPLIERS, ANY SUPPLIER WEBSITE ACCESSIBLE FROM OR THROUGH THIS SITE AND/OR THEIR CONTENTS AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND INSURED (COLLECTIVELY, "BAR LOUIE PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THE RIGHTS OF THIRD PARTIES, DATA ACCURACY, SYSTEMS INTEGRATION, INFORMATION PROTECTION, OR QUIET ENJOYMENT.

BAR LOUIE PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FEATURES OF OR INFORMATION AVAILABLE ON THIS SITE IN TERMS OF THEIR TIMELINESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WHILE WE MAKE REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY INFORMATION ON THIS SITE, YOU SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE OR THAT THIS SITE CONTAINS ALL THE RELEVANT INFORMATION AVAILABLE ABOUT BAR LOUIE OR ANY OF ITS PRODUCTS OR SERVICES. BAR LOUIE UNDERTAKES NO OBLIGATION TO VERIFY OR MAINTAIN THE CORRECTNESS, ACCURACY, RELIABILITY, OR CURRENCY OF SUCH INFORMATION.

#### **GOVERNING LAW AND JURISDICTION**

These Terms and Conditions and our Privacy Policy are governed and interpreted under the laws of the State of Texas, United States of America. By using this Site, Bar Louie Gift Cards, Bar Louie Applications, or Bar Louie Programs you irrevocably consent to the jurisdiction of the courts and arbitration located in Dallas County, Texas, to the exclusion of all others, for any action arising from these Terms and Conditions or Bar Louie's Privacy Policy. Furthermore, you agree to waive any right to contest venue or jurisdiction in Dallas County, Texas.

You agree that any cause of action or claim you may have with respect to these Terms and Conditions, the Privacy Policy, Bar Louie Gift Cards, Bar Louie Applications or Bar Louie Programs must be commenced within one (1) year (or any shorter period of time identified in any applicable statute of limitation) from the date of the accrual of the cause of action, and that actions brought after this date will be barred.

#### **USE OUTSIDE OF THE UNITED STATES/VOID WHERE PROHIBITED**

This Site is operated by or for Bar Louie. Bar Louie makes no representation that the information in this Site is appropriate or available for use outside of the United States, and access to this Site from territories where the content of this Site may be illegal is prohibited. If you access this Site from outside the United States, be advised this Site may contain references to products and services that are not available or are prohibited in your country.

Those who choose to access this Site from outside of the United States do so based on their own initiative

and are responsible for compliance with applicable local laws, about which Bar Louie makes no warranties or assumptions. Any offer for any feature, product or service on this Site is void where prohibited.

#### **ARBITRATION AND CLASS ACTION WAIVER**

Any controversy or claim arising out of or relating to these Terms and Conditions, Bar Louie Gift Card Terms and Conditions, Bar Louie Application Terms and Conditions, Bar Louie Program Terms and Conditions and/or Bar Louie's Privacy Policy (including any claimed breach or breaches thereof) shall be settled by mandatory arbitration in accordance with the laws of the Federal Arbitration Act before a single arbitrator. If you and the Company cannot agree on the appointment of an arbitrator, then such arbitrator shall be appointed by the American Arbitration Association. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Other than the initial filing fees to be paid by the person or entity bringing the Arbitration, the costs of the arbitration shall be split 50/50; provided, however, that the arbitrator has no ability to award attorneys' fees or costs incurred on any party's behalf in connection with any arbitration proceeding. The Arbitrator is limited to deciding matters as they exist between you and the Company only. The arbitration shall take place in Dallas County, Texas. The Arbitrator shall follow Texas law, as may apply to a particular claim. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE COMPANY MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST EACH OTHER OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A PLAINTIFF, REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Only a court, and not an arbitrator, shall determine the validity and effect of this Class Action Waiver. If the Class Action Waiver is deemed to be unenforceable, You and Company agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration. The Arbitrator may not consider and has no authority to consider any claims alleged as class or collective actions or as a representative matter.

As noted, the Arbitrator's authority to resolve and make written awards is limited to claims between You and Bar Louie only. Claims of different individuals or entities may not be joined or consolidated in any arbitration between you and Bar Louie, and the Arbitrator has no authority whatsoever over such other claims, unless agreed to in writing by you and Bar Louie. Nonetheless, no arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

#### **MISCELLANEOUS**

If any portion of these Terms and Conditions is deemed unlawful, void or unenforceable, then that part shall be deemed severable and shall be construed in accordance with applicable law. Such a term will not affect the validity and enforceability of any remaining provisions.

The failure of Bar Louie to act with respect to a breach of these Terms and Conditions and/or Privacy Policy by you or others does not constitute a waiver and shall not limit any party's rights with respect to such breach or any subsequent breaches.

These Terms and Conditions and policies referenced herein constitute the entire agreement between you and Bar Louie. No modification or waiver by Bar Louie of any provisions herein shall be deemed to have been made unless made in writing and signed by an authorized Bar Louie representative.

## **NOTICES**

To request consent or any other notice related to this Site, please send as follows:

BL Restaurant Operations, LLC

Attn: Legal Department

4550 Beltway Drive

Addison, Texas 75001

Any content made available by a franchisee through any co-branded or third party provider website is the responsibility of the franchisee.

## **BAR LOUIE GIFT CARD TERMS AND CONDITIONS**

Bar Louie offers gift cards for your purchase, receipt and use ("Bar Louie Gift Card"). Your purchase, use or acceptance of a Bar Louie Gift Card constitutes acceptance of the Terms and Conditions (see above) and the following specific terms and conditions applicable to Bar Louie Gift Cards.

We use a third-party service provider to make gift card services available to you. The information that you submit while placing a gift card order ("Gift Card Information"), including your name, address, email address, phone number and credit card information, is collected by our third party gift card service provider. Bar Louie does not collect or store your Gift Card Information and will not share this information with other third parties. We require our gift card service provider to maintain the confidentiality of the Gift Card Information that you submit and to use the Gift Card Information only for purposes related to fulfilling and tracking your order, providing you with related customer service and for reporting purposes. We also require our gift card service provider to maintain your Gift Card Information confidential and to use at least industry standard encryption technology and security procedures for all payment processing.

Protect your Bar Louie Gift Card like cash. Lost or stolen Bar Louie Gift Cards will not be replaced, nor will your money be refunded.

Bar Louie does not charge any service fees on Bar Louie Gift Cards and each Bar Louie Gift Card may be redeemed for food and beverages at any participating Bar Louie.

Bar Louie Gift Card sales are final and cannot be returned and cannot be resold for less than face value. Except where required by law, your Bar Louie Gift Card is not redeemable for cash.

## **BAR LOUIE APPLICATIONS TERMS AND CONDITIONS**

Bar Louie has created a mobile and/or online application of the Bar Louie Gift Card for mobile and online users to download and send a Bar Louie Gift Card to anyone via an applicable mobile unit or via social networking sites (collectively the "Bar Louie Applications"). The use of any of the Bar Louie Applications or your purchase use or acceptance of a Bar Louie Gift Card obtained via any of the Bar Louie Applications constitute acceptance of the Terms and Conditions (See above) and any additional specific terms and conditions that may apply to each specific application.

Bar Louie is not responsible for any use or misuse of the Bar Louie Applications or social networking sites by any user. The Bar Louie Applications provide the user a replica of a Bar Louie Gift Card and all terms and conditions associated with the Bar Louie Gift Card as set forth above apply. Additionally, by downloading or using Bar Louie's mobile application you agree to be bound by such terms and conditions agreed as accepted with the download.

All state and federal laws apply to purchasers and recipients of any Bar Louie Application.

Please note that although the user of the Bar Louie Application may purchase and send a Bar Louie Gift Card to a recipient with a suggestion of a beverage or other item, the recipient of the Bar Louie Gift Card

may utilize their Gift Card for the purchase of any food or beverage in accordance with the use of a Bar Louie Gift Card.

## **BAR LOUIE PROGRAMS TERMS AND CONDITIONS**

### **IN GENERAL**

From time to time, Bar Louie may create loyalty or other marketing programs or contests for the benefits of its customers (referred to hereafter individually as a "Program" or collectively as "Programs"). Such individual Programs include without limitation "Louie's Crew," "Text Club," "The Mob," "Mobile Mob," or "Email Club." The use of or registration for any of Programs constitute acceptance of the Terms and Conditions (see above), the specific following terms and conditions applicable to Bar Louie programs and any additional specific terms and conditions that may apply to each specific program.

Bar Louie has the unilateral right to discontinue, or change from time to time or at any time, any of the Programs without prior notice. Be sure to check the individual Program terms periodically for updates, as your continued participation in the any Program signifies your acceptance of any changed terms and conditions.

In no event, shall Bar Louie have any liability for unauthorized access to, or alteration, theft or destruction of any of your Program information, member card, or reward through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond Bar Louie's control.

Bar Louie, its affiliates, ours/their franchisees, and suppliers make no representations, warranties or conditions of any kind, express or implied, with respect to Bar Louie's Programs, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non infringement, or any warranty arising by usage of trade, course of dealing or course of performance.

## **PROGRAM TERMS AND CONDITIONS**

### **ELIGIBILITY AND REGISTRATION**

You must be at least 21 years of age at the time of enrollment to participate in a Program via email. To register, you must provide a valid postal zip code, email address and telephone number. Louie's Crew Program allows only one person to use a registered email address or mobile telephone number. To become a Program member, you must register and provide certain information including first name, last name, email address, birthdate, zip code, Bar Louie location preferred and specification of what type of communication you prefer; i.e. email, text message or both. You agree to provide accurate registration data and to update your registration data as necessary to keep it accurate. Your registration data will be used in accordance with the Bar Louie Privacy Policy.

### **PRIVILEGES AND REWARDS**

Your use or operation of the Program may allow you to receive certain rewards or privileges, which may not be identified to you in advance. Purchases at participating Bar Louie locations (which may or may not include franchisees) may be required to redeem offers. Check with your Bar Louie location to identify participating locations. Rewards may be issued by Bar Louie on a periodic basis. Number, type and frequency of rewards are based upon a number of factors, including without limitation, volume and type of purchases at participating the Bar Louie, member usage, type and amount of personal information provided, and type and amount of participation in and/or interaction with other Programs and/or applications. You are not obligated to accept or utilize any rewards. Bar Louie reserves the right to terminate or change the Program, including these Program terms, and/or terms of the rewards, at any time without notice.

## **TERMINATION**

You may terminate your participation in the email type of Program by following the unsubscribe link in our email communication with you. Your participation in the Program may be discontinued by us in connection with unauthorized or fraudulent use of the program or violation of these program terms. Bar Louie reserves the right to seek all remedies available at law and in equity for violations of any of the program terms, the Terms and Conditions or the Privacy Policy including suspending or blocking your access to the Program or member card.

## **“MOBILE MOB” OR “THE MOB” PROGRAM TERMS AND CONDITIONS ELIGIBILITY AND REGISTRATION**

You must be at least 21 years of age at the time of enrollment to participate in Mobile Mob or the “Mob” text Program. To register, you must provide a valid postal zip code, email address and telephone number. Program allows only one person to use a registered email address or mobile telephone number. To become a Program member, you must register and provide certain information including first name, last name, email address, birthdate, zip code, Bar Louie location preferred, and specification of what type of communication you prefer; i.e., email, text message, or both. You agree to provide accurate registration data and to update your registration data as necessary to keep it accurate. Your registration data will be used in accordance with the Bar Louie’s Privacy Policy.

## **PRIVILEGES AND REWARDS**

Your use or operation of the Program may allow you to receive certain rewards or privileges, which may not be identified to you in advance. Purchases at participating Bar Louie locations (which may or may not include franchisees) may be required to redeem offers. Check with your Bar Louie location to identify participating locations. Rewards may be issued by Bar Louie on a periodic basis. Number, type and frequency of rewards are based upon a number of factors, including without limitation, volume and type of purchases at participating the Bar Louie, member usage, type and amount of personal information provided, and type and amount of participation in and/or interaction with other Programs and/or applications. You are not obligated to accept or utilize any rewards. Bar Louie reserves the right to terminate or change the Program, including these program terms, and/or terms of the rewards, at any time without notice.

## **TERMINATION**

You may terminate your participation in the Text Club, Mobile Mob or the Mob Program by texting STOP to 52051. For questions or help using the program, you can Text HELP to 52051. Message & data rates may apply. Up to 8 automated alert messages will be sent to the mobile number provided per month. Consent is not a condition of purchase. Our participating carriers include but are not limited to, Sprint, Boost, Virgin, AT&T, U.S. Cellular, Verizon Wireless, Cricket, Carolina West, T-Mobile, & Appalachian Wireless. Bar Louie is not liable for delayed or undelivered messages.

Your participation in the Program may be discontinued by us in connection with unauthorized or fraudulent use of the Program or violation of these program terms. Bar Louie reserves the right to seek all remedies available at law and in equity for violations of any of the program terms, including suspending or blocking your access to the Program or member card.