

# Wegmans Terms and Conditions

**Important: Please read carefully the following terms and conditions (the “Terms”).**

THESE TERMS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION (“DISPUTE RESOLUTION AND ARBITRATION”) THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. THERE IS LESS DISCOVERY AND APPELLATE REVIEW IN ARBITRATION THAN IN COURT. PLEASE REVIEW CAREFULLY.

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## **1. Acceptance.**

Terms and Conditions. By clicking “I Accept” to these Terms, or by accessing or using the Wegmans Sites or by otherwise agreeing to these Terms (each constituting “Your

Acceptance”), you affirm that you are of legal age to enter into these Terms, and that you expressly agree to be bound by these Terms, between you and Wegmans. If you are not of legal age to enter into these Terms, you affirm that you have obtained parental or guardian consent (a) to enter into and to be bound by these Terms and (b) to take responsibility for your access or use of the Wegmans Sites and your compliance with these Terms. If you violate or do not agree to these Terms, then you should not access or use the Wegmans Sites.

Modifications to Terms and Conditions. Wegmans reserves the right, in its sole discretion, to modify these Terms at any time. We will post the most recent version of these Terms on the Wegmans Sites. The most recent modification date will be noted by the “Last updated” date below. Your Acceptance after we post any modified Terms or otherwise provide notice to you indicates that you expressly agree to be bound by the modified Terms.

## 2. Defined Terms.

In these Terms:

“**Additional Terms**” means those additional terms and conditions that apply to customers of certain Wegmans products or services, including the **Notice of Privacy Practices (Notice)** for Pharmacy customers and Shoppers Club Agreement and Shoppers Club for Business Agreement for Shoppers Club customers. In the event of any inconsistency between these terms and conditions and the Additional Terms, the Additional Terms govern as to the relationship between you and Wegmans with respect to your use of the products or services to which those Additional Terms relate.

“**Content**” means merchandise information, product descriptions, reviews, comments, messages, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, music clips or downloads, video clips, and written and other materials).

“**ePS**” means all ePayment Services features, functionality and services, now available or added in the future, available through the Wegmans Sites; the Materials available through ePS, and the selection and arrangement thereof; and Wegmans’ hardware, software and networks associated with making ePS available to you.

“**Ideas**” means ideas, concepts, feedback, and know-how that you make available in connection with the Wegmans Sites.

“**make available**” means post, transit, publish, upload, distribute, transmit, display, provide, or otherwise submit or make available, including through any part of the Wegmans Sites administrated by third-party social media platforms (for example, YouTube, Twitter, Facebook, Pinterest, or Instagram) that allow interaction with the Wegmans Sites through the tools offered by such social media platforms.

“**Materials**” means Content that Wegmans Entities make available on or through the Wegmans Sites.

“**Order**” means an order placed on the Wegmans Sites to purchase Products.

“**Terms**” means these Terms and Conditions and all other terms and policies posted by Wegmans on the Wegmans Sites, including the **Additional Terms**, the **Privacy Policy** and **Store Policies**, all of which are incorporated into these Terms by reference.

“**Wegmans App**” means the official “Wegmans App” for iPhone and Android, which can be downloaded from the iTunes App Store or the Google Play Store.

“**Wegmans**” means Wegmans Food Markets, Inc. and its affiliates and subsidiaries. We also refer to Wegmans as “we,” “us,” and “our.”

“**Wegmans Entities**” means Wegmans; its suppliers, vendors, contractors, and licensors; and its and their directors, officers, employees, and agents.

“**Wegmans Sites**” means all or any portion (as may be applicable) of the Wegmans website located at [www.wegmans.com](http://www.wegmans.com); all other sites, microsites, mobile sites, services, applications, platforms and tools of Wegmans or where these Terms appear or are linked (including <https://www.wegmans.com/mobile>; <https://catering.wegmans.com/>; <http://pharmacy.wegmans.com>; <https://www.wegmans.com/cake/>; <https://www.wegmans.com/service/shoppers-club/shoppers-club-for-business/>); the Wegmans App; and all related functionality, services, including any text alert programs, and Content offered by or for Wegmans on or through them and the systems, servers, and networks used to make them available.

“**You**” or “**your**” refers to you, the user of any Wegmans Site.

### **3. Your Use of the Wegmans Sites.**

In connection with the Wegmans Sites, you will not:

- make available any Content through or in connection with the Wegmans Sites that is or may be in violation of the content guidelines set forth in **Section 4** below (Prohibited Content);
- make available through or in connection with the Wegmans Sites any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- use the Wegmans Sites for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful;
- harvest or collect information about users of the Wegmans Sites;
- interfere with or disrupt the operation of the Wegmans Sites or the systems, servers, or networks used to make the Wegmans Sites available, including by hacking or defacing any portion of the Wegmans Sites or by making any “Denial-of-Service” attacks; or violate any requirement, procedure, or policy of such servers or networks;
- restrict or inhibit any other person from using the Wegmans Sites;
- reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Wegmans Sites except as expressly authorized in these Terms, without Wegmans’ express prior written consent;
- reverse engineer, decompile, or disassemble any portion of the Wegmans Sites, except where such restriction is expressly prohibited by applicable law;
- remove any copyright, trademark, or other proprietary rights notice from the Wegmans Sites;
- frame or mirror any portion of the Wegmans Sites, or otherwise incorporate any portion of the Wegmans Sites into any product or service, unless you obtain Wegmans’ express prior written consent to do so;
- systematically download and store any Materials;

- use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, “scrape,” “data mine,” or otherwise gather any Materials, or reproduce or circumvent the navigational structure or presentation of the Wegmans Sites, without Wegmans’ express prior written consent;
- cause injury to any person or entity; or
- violate any law, rule, or regulation, or these Terms.

You will not use the Wegmans Sites or Wegmans’ name, logo, or brand to (a) send any unsolicited or unauthorized Content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation, or (b) use any meta tags or other hidden text or metadata utilizing a Wegmans trademark, logo, URL, or product name without Wegmans’ written consent.

You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section, or attempt, permit, encourage, assist, or allow any other violation of these Terms.

## 4. Content and Ideas.

Submitting Content and Ideas. Wegmans provides functionality that enables users to make available Content and Ideas in connection with the Wegmans Sites. Any text in Content should be written in English. You acknowledge and agree that you are responsible for all Content and Ideas you make available in connection with any Wegmans Site. You represent that (a) you have the authority to grant the rights in such Content and Ideas as set forth in these Terms, including as set forth below, and (b) such Content and Ideas, and the use of such Content and Ideas, will not violate any term of these Terms. In other words, you will be responsible for the legality, the accuracy, the appropriateness, the originality, and your rights in any such Content and Ideas.

Wegmans’ Rights to Use Content and Ideas. You grant to Wegmans a royalty-free, fully paid-up, perpetual, irrevocable, worldwide, unlimited, transferable, sublicensable, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display (publicly or otherwise) any Content that you make available, in any media or medium, and in any form, format, or forum now known or hereafter developed. You further agree that Wegmans is free to use any Ideas for any purpose. Wegmans may sublicense its rights in Content and Ideas through multiple tiers of sublicenses. Wegmans is, and will be, under no obligation (a) to maintain any Content or Idea in confidence, (b) to pay any compensation for any Content or Idea, or (c) to respond to any Content or Idea. You grant to Wegmans the right to use any name associated with any Content or Idea that you make available to Wegmans, although Wegmans has no obligation to exercise such right, or to otherwise provide any attribution for any Content or Idea. You irrevocably waive any “moral rights” or other rights with respect to attrition of authorship or integrity or materials regarding Content that you may have under any applicable law.

Prohibited Content. You agree that you will not make available Content in connection with the Wegmans Sites that:

- is false, fraudulent, inaccurate, or misleading;
- contains your full name(s), or any other confidential personally identifiable information of yourself or others;

- violates any local, state, federal, or international laws or is otherwise tortious;
- is protected by or would infringe on the rights of others (including Wegmans), including any patent, copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
- is obscene, indecent, pornographic, or otherwise objectionable;
- is derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Wegmans in its sole discretion;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- is violent or threatening, or promotes violence against, or actions that are threatening to, any individual or group;
- contains advertisements, solicitations, or spam links to other web sites or individuals, without prior written permission from Wegmans;
- contains or relates to chain letters or pyramid schemes;
- impersonates another business, person, or entity, including Wegmans, its related entities, employees, and agents;
- violates any policy posted on the Wegmans Sites; or
- is intended to cause harm, damage, disable, or otherwise interfere with the Wegmans Sites or our partners.

Reporting a Vulnerability. Wegmans is committed to thoroughly investigating and resolving security issues on Wegmans Sites in collaboration with the security community. If you have discovered an issue that you believe is a vulnerability on Wegmans Sites, please email [abuse@wegmans.com](mailto:abuse@wegmans.com) with a description of the vulnerability. Wegmans does not offer a paid bug bounty program. However, we would like to express our appreciation to those who take the time and effort to report potential security vulnerabilities to Wegmans.

## **5. Monitoring by Wegmans.**

Wegmans will have the right (but not the obligation), in our sole discretion, to monitor, evaluate, and analyze Content, and any use of and access to the Wegmans Sites, including to determine compliance with these Terms. Wegmans will also have the right (but not the obligation), in our sole discretion, to edit, move, delete, or refuse to make available any Content made available through the Wegmans Sites, for any reason, including violation of these Terms, whether for legal or other reasons. Despite this right of ours, you are solely responsible for any Content you make available, and you agree to indemnify Wegmans for all claims resulting from any Content you make available.

## **6. Materials Available on the Wegmans Sites.**

Wegmans Entities may make available various Materials. The Materials are for your personal, educational, noncommercial and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts that are important to your decision. The Wegmans Entities make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error or notice something that does not look quite right on the Wegmans Sites, we would appreciate it if you let us know by **contacting us**.

NO MATERIALS RELATED TO HEALTH, WELLNESS, PRESCRIPTIONS, OR PHARMACEUTICALS ARE INTENDED TO SUBSTITUTE FOR THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL, AND SUCH MATERIALS DO NOT COVER ALL POSSIBLE USES, PRECAUTIONS, SIDE EFFECTS, AND INTERACTIONS, AND SHOULD NOT BE CONSTRUED TO INDICATE THAT ANY DRUG IS SAFE OR EFFECTIVE FOR YOU. CONSULT THE PRODUCT INFORMATION (INCLUDING PACKAGE INSERTS) REGARDING DOSAGE, PRECAUTIONS, WARNINGS, AND INTERACTIONS, AND YOUR MEDICAL PROFESSIONAL, FOR GUIDANCE BEFORE USING ANY PRESCRIPTION OR OVER-THE-COUNTER DRUG.

THE WEGMANS ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS.

## **7. Third-Party Sites and Services.**

References on Wegmans Sites to any names, marks, products, or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services. Wegmans Entities are not responsible for the content of any third-party linked site or any link contained in a linked site, including any third-party social media or mobile app platform with which the Wegmans Sites operate or otherwise interact, nor are Wegmans Entities responsible for the acts or omissions of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk, and will be governed by such third party's terms and policies (including its privacy policy). You are also solely responsible for acquiring any hardware, device, software, wireless and internet access, and other items required for you to use or access the Wegmans Sites, and any associated fees, expenses, or other charges. Wegmans Entities make no representation that the Wegmans App will be compatible with or provided by all mobile carriers.

## **8. Products.**

The Wegmans Sites may make available listings, descriptions, and images of goods and services (collectively, "Products"). Products may be made available by us or by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Sites). Such information and the availability of any Product are subject to change at any time without notice.

We have made efforts to accurately display the attributes of Products, including the applicable colors. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect actual product color or finish. In addition, certain weights, measures, and similar descriptions are approximate and are for convenience only.

Wegmans is not responsible for, and cannot guarantee the performance of, Products provided by third parties, including any Wegmans Entity (other than Wegmans Food Markets, Inc.), our advertisers, or other third parties to whose sites we link. Product packaging and material may contain more and/or different information than that provided on Wegmans Sites, including the Product description, country of origin, nutrition, ingredient, allergen, and other information. Always read labels, warnings, directions, and

other information provided with the Product before using or consuming the Product. For additional information about a Product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

## **9. Consent to Receive Telephone Calls and Text Messages.**

By accepting these Terms, you authorize Wegmans and its affiliates or service providers to deliver informational telephone calls or text messages to any telephone number you provide when placing a product order or registering for a service. Your cellular carrier may charge message and data rates for such messages. Carriers are not liable for delayed or undelivered messages. Although Wegmans does not require you to provide this consent as a condition to purchase goods, failure to provide consent may impact the functionality of certain services that are designed to use telephone and/or text messaging functionality to deliver information to you.

You may also give us consent to receive marketing text messages, such as messages relating to the goods and services we offer. Your cellular carrier may charge message and data rates for such messages. You understand and agree that such messages sent to your mobile phone/device may be generated using automated technology. Your consent to receive such messages is not required to make a purchase.

You may withdraw your consent at any time by responding with the word “STOP” to any text message received from Wegmans. After texting STOP, you may receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP keyword command, and you agree that Wegmans will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from Wegmans through any other programs you have joined, such as Pharmacy, until you separately unsubscribe from those programs. You agree that any calls between you and Wegmans may be monitored or recorded.

## **10. Pricing and Promotions.**

Pricing and promotions for Products may be different on the Wegmans Sites, in Wegmans stores, and on Wegmans Apps. Pricing or availability errors may occur on the Wegmans Sites. Promotional codes are (a) limited in nature and may expire or be discontinued with or without notice, (b) void where prohibited by law, (c) not to be copied, sold, or otherwise transferred, (d) not redeemable for cash, and (e) subject to cancellation or change at any time for any reason without notice. We reserve the right in our sole discretion to impose conditions on the offering of any promotional code.

## **11. Your Account.**

To access certain services or areas of the Wegmans Sites (“Restricted Portion”), you may be required to create an account (“Account”). If you choose to register for an Account, you agree to provide us with true, accurate, current, and complete information about yourself

and update us if there are changes to the information. To the fullest extent permissible by applicable law, you acknowledge and agree that Wegmans will have no liability associated with or arising from your failure to maintain accurate Account information, including your failure to receive important information and updates about the Wegmans Sites. If Wegmans has reasonable grounds to suspect that any information you provided to us is untrue, inaccurate, or incomplete, Wegmans may suspend or terminate your Account and refuse any and all current or future use of the Wegmans Sites by you. You may not transfer your Account to another user or entity.

If you create an Account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms.

As a part of your Account registration, you are required to establish a username and a password. This data is used to authenticate you when you use the Restricted Portion. You are responsible for protecting the confidentiality of your username and password(s). In addition, if you enable "Stay signed in" on one or more device(s), you are responsible for protecting the safety of and access to such device(s). Wegmans is not responsible for any losses you incur as a result of unauthorized use of your Account. You agree to notify Wegmans immediately of any unauthorized use of your username or password, or if your device(s) on which you've enabled "Stay signed in" has been lost or stolen or otherwise suffered unauthorized access, or any other actual or potential security breach relating to your Account. Wegmans reserves the right to require you to change your Account password if Wegmans believes it is no longer secure.

If at any time you would like us to cancel your Account registration, please **contact us**.

You are responsible for use of your Account and for ensuring that use of or access to your Account and the Restricted Portion complies fully with these Terms.

If you use biometrics to access the Wegmans Sites on your device (for example, by using a fingerprint authentication method enabled by your device), your use of such biometrics is governed by the agreement between you and your device manufacturer. Wegmans does not receive any biometric data about you.

Wegmans reserves the right at any time, in its sole discretion, to terminate your Account, refuse you service or access to any Restricted Portion, and/or cancel Orders.

## **12. Electronic Communications.**

When you send emails or other electronic messages to us, including in connection with the Wegmans Sites, your Account, or any Orders, you are communicating with us electronically and consent to our review and analysis of such messages and to receive return communications, if any, from us electronically.

## **13. Location-Based Services.**

If you enable location-based services on your computer or other device in connection with your use of the Wegmans Sites, you expressly consent to Wegmans Entities collecting the precise location information of your device. This information will be used as set forth in our **Privacy Policy**, including to personalize your service in and near our stores (such as by delivering offers to you).

## **14. Product Orders.**

Certain Products may be available for purchase via an Order on the Wegmans Sites, using ePS (see below).



Prior to accepting an Order, we may request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an Order for any reason, including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all applicable taxes.

Wegmans reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per Order for any reason. We will attempt to notify you should such limits be applied. Wegmans also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms, "reselling" will be defined as purchasing or intending to purchase any Product(s) from Wegmans for the purpose of engaging in a commercial sale of the same Product(s) to a third party. A breach of these Terms may result in cancellation of your Order.

## 15. ePayment Services.

You may use ePS to checkout for an Order, subject to the following payment terms. ePS are only available to individuals who are (a) the legal age of majority in their jurisdiction, province, or territory of residence, (b) able to access the Internet on a computer or other device, and (c) the cardholder or authorized user of one or more Eligible Cards (defined below), and in good standing with respect to their Eligible Card accounts.

ePS offers you (a) the ability to store account and other related information such as billing and shipping addresses ("Card Details") for your credit and signature debit cards and other cards or payment methods that Wegmans has decided are eligible to be used with ePS ("Eligible Cards") in your Account, and (b) the ability to use ePS as a method of checkout for an Order. **If you choose to use ePS, you are expressly agreeing to storage by Wegmans, or a Wegmans Entity, of the Card Details you provide.**

By using ePS, you (a) represent that you are authorized to use the Eligible Card that you provide in connection with any Order and that any payment information you provide is true, complete, and accurate, and (b) authorize Wegmans to charge you for the Products using your Card Details.

When you use ePS, Wegmans may transmit (in accordance with our **Privacy Policy**) certain information to third parties, in order to authenticate you and the Eligible Card for the transaction and allow Wegmans to process the transaction. You agree that Wegmans, or a Wegmans Entity, may transmit information about the transaction to the applicable network for your Eligible Card (e.g., VISA, Amex, Master Card) and that your transaction will be paid for using the Eligible Card you have selected.

You agree to keep all Card Details and other information, including your contact information, in your Account and/or used in connection with your Orders up-to-date so that we can complete your Orders and contact you as needed.

If your Order is canceled after your Eligible Card has been charged, we will issue a credit to your Eligible Card in the amount of the charge. We will attempt to contact you if all or any portion of your Order is canceled or if additional information is required to accept your Order.

Refunds or reversals of any Order completed using ePS are subject to our **Store Policies**.

You acknowledge and agree that the Card Details stored in your Account or provided through use of ePS are provided by you and contain personal financial information. You may only use cards in connection with ePS if the financial institution or other entity that issued the Eligible Card (each, an "Issuer") regards you as the cardholder or authorized user and your name is shown on the card.

Neither Wegmans nor ePS is a bank or payment account and does not offer any credit to you. Any transaction that you effect using ePS will be reflected in the account that relates to the Eligible Card you use for the transaction. Payment of that account is solely a matter between you and the Issuer of the Eligible Card.

ePS may not be available to all Account holders or Eligible Card holders. Furthermore, Wegmans may, in its sole discretion, remove Eligible Cards from Accounts or prevent Eligible Cards from being enrolled in an Account, and Wegmans may also revise at any time the eligibility of specific or general credit, signature debit, and other cards or payment methods that constitute Eligible Cards.

Access to ePS from any location where it is illegal or otherwise restricted is prohibited. These Terms do not amend or otherwise modify any agreement with your Issuer in respect of an Eligible Card ("Cardholder Agreement"). In the event of any inconsistency between these Terms and any Cardholder Agreement, these Terms govern as to the relationship between you and Wegmans solely with respect to ePS, and your Cardholder Agreement with your Issuer governs the relationship between you and your Issuer. You are responsible for ensuring that your use of ePS complies with any Cardholder Agreement. You are solely responsible for any interest, fees, charges, or expenses imposed by the Issuer of any Eligible Cards you are using in connection with ePS and for any taxes or tax reporting obligations in connection with your use of ePS.

Wegmans does not endorse or sponsor, and is not responsible for, Issuers or operators of payment networks or digital wallets that you may use in connection with ePS.

WEGMANS ENTITIES ARE NOT RESPONSIBLE FOR (A) YOUR USE OF OR INABILITY TO USE ePS FOR ANY REASON, INCLUDING REFUSAL OF YOUR ISSUER TO AUTHORIZE AN ePS TRANSACTION, (B) ANY DISPUTE BETWEEN YOU AND AN ISSUER, (C) ANY INACCURACY, INCOMPLETENESS, OR MISINFORMATION CONTAINED IN ANY INFORMATION PROVIDED THROUGH ePS, (D) UNAUTHORIZED ACCESS TO, OR ALTERATION OR LOSS OF, YOUR TRANSMISSIONS, DATA, OR OTHER INFORMATION THAT IS COLLECTED, STORED, OR SENT IN CONNECTION WITH ePS, OR (E) ERRORS, SYSTEM DOWNTIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS.

## **16. Export Policy.**

You acknowledge that goods sold on the Wegmans Sites and any services offered on the Wegmans Sites are not sold or shipped outside the USA.

## **17. Intellectual Property.**

The Wegmans Sites and all Materials, and all copyrights, trademarks, trade dress, and other intellectual property rights therein, are owned or controlled by or licensed to Wegmans, and are protected by U.S. and international trademark, copyright, and other intellectual property laws. Materials are licensed (not sold) to end users. Subject to your compliance with these Terms, and solely for so long as you are permitted by Wegmans to use the Wegmans Sites, you may access, view, download, and print the Materials for your personal,

noncommercial use only; provided, however, that you (a) retain all copyright, trademark, or other proprietary designations contained on all Materials, (b) do not modify or alter the Materials in any way, and (c) do not provide or make available the Materials to any third party in a commercial manner. In addition, subject to your compliance with these Terms, and solely for so long as you are permitted by Wegmans to use the Wegmans Apps, we permit you, on a limited, nonexclusive, revocable, nontransferable, nonsublicensable basis, to install and use the Wegmans Apps on a mobile device that you own or control, solely for your personal, noncommercial use. If you fail to comply with any of these Terms, you must immediately cease using the Wegmans Apps and remove (that is, uninstall and delete) the Wegmans Apps from your mobile device.

No license, right, title, or interest in the Wegmans Sites or any Materials is transferred to you as a result of your use of the Wegmans Sites or your accessing, viewing, downloading, or printing of the Materials. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the Materials or the Wegmans Sites. The Wegmans Sites and Materials may be used only as a personal shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Wegmans Sites and the Materials is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of the Wegmans Sites and Materials is the exclusive property of Wegmans and is also protected by U.S. and international copyright laws.

WEGMANS, the WEGMANS.COM names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through any of the Wegmans Sites are trademarks or trade dress of Wegmans in the U.S. and other countries. All other marks are the property of their respective companies.

## **18. Changes to the Wegmans Sites.**

Wegmans may, in its sole discretion, terminate, change, modify, suspend, make improvements to, or discontinue any or all aspects of the Wegmans Sites, temporarily or permanently, including the availability of any portion of the Wegmans Sites at any time with or without notice to you, and you agree that Wegmans shall not be liable to you or to any third party as a result of taking any of these actions. Your continued use of the Wegmans Site after any changes, modifications, or improvements have been made to any or all aspects of the Wegmans Site will be construed to be your acceptance of such changes, modifications, or improvements, and the applicability of these Terms to the Wegmans Site with such changes, modifications, or improvements.

## **19. Privacy.**

You acknowledge and agree that any personal information that you provide through the Wegmans Sites will be used by Wegmans in accordance with Wegmans' **Privacy Policy**, which may be updated by Wegmans from time to time.

## **20. Disclaimer of Warranties.**

THE WEGMANS SITES, AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEGMANS SITES, ARE PROVIDED BY WEGMANS ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WEGMANS ENTITY MAKES ANY REPRESENTATIONS OR

WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEGMANS SITES OR THE CONTENT, MATERIALS, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEGMANS SITES. THIS SECTION DOES NOT LIMIT THE TERMS OF ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF AN ITEM THAT IS SOLD BY WEGMANS TO YOU THROUGH THE WEGMANS SITES. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF THE WEGMANS SITES IS AT YOUR SOLE RISK AND YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WEGMANS SITES, AND THE RESULTS AND PERFORMANCE THEREOF, AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE WEGMANS SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WEGMANS ENTITY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE WEGMANS SITES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THE WEGMANS ENTITIES DISCLAIM ALL DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WEGMANS ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY OTHER USER OF THE WEGMANS SITES. THIS SECTION CONSTITUTES AN ESSENTIAL PART OF THESE TERMS AND CONDITIONS.

## **21. Limitation of Liability.**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, WEGMANS WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEGMANS SITES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF A WEGMANS ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING AND THE DISCLAIMERS SET FORTH IN THESE TERMS (INCLUDING SECTION 19), TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, WEGMANS ENTITIES WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LESSER OF YOUR ACTUAL LOSS OR USD \$100.

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIM MUST BE ASSERTED WITHIN TWO YEARS OF ITS ACCRUAL OR IT IS OTHERWISE WAIVED AND TIME-BARRED.

## 22. Indemnification.

You agree to defend (at Wegmans' option), indemnify, and hold the Wegmans Entities harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Wegmans Sites or any breach by you of these Terms. Wegmans reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you, and, in any case, you agree to cooperate with Wegmans if and as requested by Wegmans in the defense and settlement of such matter.

## 23. Dispute Resolution and Arbitration.

Wegmans is committed to resolving occasional concerns that might arise with its customers. In the unlikely event that such an issue cannot be resolved to your satisfaction through customer service, you and Wegmans agree that the following dispute resolution provisions will apply.

"Dispute" means any claim or controversy between you and Wegmans, including but not limited to any (1) claims for relief or theories of liability, whether based in contract, tort, fraud, misrepresentation, statute or otherwise, or that relate to the existence of these Terms, (2) claims that arose before these Terms, (3) claims that may arise in the future, including claims that may arise after the cancelation or expiration of these Terms, and (4) claims that are the subject of a putative class action in which no class has been certified.

"Dispute" will be given the broadest possible meaning permitted by law. "Dispute" does not, however, include any issues arising from or relating to the arbitrability of any Disputes under, or the scope, validity, or enforceability of, the following Dispute resolution provisions.

### **(A) Informal Pre-Dispute Resolution Process.**

Should you and Wegmans (each a "party," and collectively, the "parties") have a Dispute, the parties agree that they will make a good faith effort to resolve it informally. **The parties agree that any applicable limitations periods (including any statute of limitations) and filing fee or other deadlines will be tolled while the parties engage in this informal Dispute Resolution process.**

In connection with any Dispute, you or Wegmans must first send written notice to the other party, providing your name and contact information (address, telephone number, and email address) if you are sending the notice, or Wegmans' contact information if we are sending the notice; sufficient information for you or Wegmans to identify any transaction at issue; and a detailed description of and explanation for (1) the Dispute, (2) the nature and basis of any claim, and (3) the nature, basis, and calculation of the relief sought. Your notice to Wegmans must be personally signed by you (and your attorney if you are represented). Wegmans' notice to you will be personally signed by a Wegmans representative (and Wegmans' attorney if we are represented). Your notice to Wegmans must be sent by email to legal@wegmans.com or by mail to Wegmans Food Markets, Inc., Attention: Legal Department, 1500 Brooks Avenue, P.O. Box 30844, Rochester, NY 14603-0844, Attention: Legal Department. Wegmans' notice to you will be sent to you based on the most recent contact information that you have provided to us. Each party agrees to provide any follow-up information requested by the other party in order to meaningfully engage in this process. You and Wegmans agree to negotiate in good faith about the Dispute, including

through an informal and individualized telephone settlement conference if Wegmans requests one in connection with your notice (at which you agree to appear along with your attorney if you are represented) or if you request one in connection with Wegmans' notice (at which Wegmans agrees to send a representative along with our attorney if we are represented). The parties agree to participate in good faith in this conference, which will be held at a time convenient for both parties, and throughout this informal process. **Compliance with this informal dispute resolution process is a condition precedent to commencing any formal Dispute resolution proceeding in arbitration or small claims court.**

If the sufficiency of a notice or compliance with this informal Dispute resolution process is at issue, it may be decided by a court of competent jurisdiction at either party's election, and any formal Dispute resolution proceeding shall be stayed pending resolution of the issue. A court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration. This informal Dispute resolution process should lead to the resolution of the Dispute, but if for some reason it is not resolved within sixty (60) days after receipt of the information required above, which can be extended by agreement of the parties, you and Wegmans agree to the further Dispute resolution provisions below.

**(B) Arbitration; Class Action Waiver.**

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT SO LONG AS THE ACTIONS REMAIN IN THAT COURT AND ARE NOT REMOVED OR APPEALED TO A COURT OF GENERAL JURISDICTION OR AS OTHERWISE PROVIDED HEREIN, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND WEGMANS OR ANY WEGMANS ENTITY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT WEGMANS AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS AND THAT CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. YOU ARE AGREEING TO GIVE UP THE ABILITY TO BRING OR PARTICIPATE IN A CLASS ACTION AND TO BRING OR PARTICIPATE IN A CONSOLIDATED, REPRESENTATIVE, OR COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WEGMANS AND YOU EACH WAIVE ANY RIGHT TO A JURY TRIAL OR TO BRING OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, WEGMANS AND YOU RETAIN THE RIGHT TO PARTICIPATE IN A CLASS SETTLEMENT.

The parties agree that in addition to small claims court proceedings, either party may seek to enjoin infringement or otherwise enforce their intellectual property rights in a court of competent jurisdiction. The parties further agree that requests for emergency relief seeking to enjoin infringement and enforce intellectual property rights are not subject to the informal process set forth above in section (A).

This Dispute Resolution section evidences a transaction in interstate commerce, and thus the Federal Arbitration Act (“FAA”) governs the interpretation and enforcement of this Dispute Resolution section.

**(C) Arbitration Procedures.**

Arbitrations shall be heard and determined by a single arbitrator and be administered by National Arbitration and Mediation (“NAM”) pursuant to its applicable consumer arbitration rules, as modified by the version of this arbitration provision that is in effect when notice of a Dispute is provided. The NAM rules can be obtained from NAM by visiting its website ([www.namadr.com](http://www.namadr.com)) or contacting them via the NAM website. If NAM is unavailable or unwilling to administer an arbitration in accordance with this arbitration provision, you and Wegmans agree that the arbitration will be administered by the American Arbitration Association (“AAA”) pursuant to its applicable consumer arbitration rules, as modified by the version of this arbitration provision that is in effect when notice of a Dispute is provided. The AAA rules can be obtained from the AAA website ([www.adr.org](http://www.adr.org)). If the AAA is unavailable or unwilling to administer an arbitration in accordance with this arbitration provision, you and Wegmans agree to work together in good faith to agree on (or if necessary to petition a court to appoint) an arbitration administrator that will do so. To initiate an arbitration proceeding, after satisfying the condition precedent identified above, you or Wegmans must (1) send a verified and personally signed demand for arbitration that describes (a) the nature and basis of the claims and (b) the nature and basis of the relief sought, including a detailed calculation for it, (2) send a signed certification of completion of the process set forth in the Informal Pre-Dispute Resolution Process section, and (3) contact NAM (or if AAA or an alternative administrator consistent with the above) and follow the appropriate procedures to commence the arbitration. If you or Wegmans are represented by an attorney in connection with your or Wegmans’ arbitration demand, you and Wegmans agree that any arbitration demand must also be signed by your or our attorney. By signing the arbitration demand, the attorney certifies to the best of their information, knowledge, and belief, formed after a reasonable inquiry that (1) the arbitration demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution, (2) the claims or other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law, and (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after reasonable opportunity for further investigation or discovery. The arbitrator shall be authorized to impose any sanctions available under Federal Rule of Civil Procedure 11. Your demand for arbitration must be sent to: Wegmans Food Markets, Inc., Attention: Legal Department, 1500 Brooks Avenue, P.O. Box 30844, Rochester, NY 14603-0844. Wegmans’ demand for arbitration to you will be sent to you based on the most recent contact information that you have provided to us.

Payment of all filing, administration, and arbitrator fees will be governed by the applicable NAM rules (or if AAA or an alternative administrator is administering the Dispute, then by their applicable rules consistent with the above). The parties shall be responsible for their own attorneys’ fees and costs in arbitration, unless they are authorized by law, or the arbitrator determines that a claim was frivolous or brought for an improper purpose or in bad faith, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b).

In addition, the provisions of Federal Rule of Civil Procedure 68 (cost-shifting) shall apply and be enforced by the arbitrator after the entry of an award.

The arbitration may be conducted by telephone or video, based on written submissions, or in person at a location reasonably convenient for you or at another mutually agreed location. If requested by the other party or the arbitrator, you shall personally appear (with your attorney if you are represented) or Wegmans shall have a representative (with an attorney if Wegmans is represented) personally appear at any in-person, video, or telephonic hearing. Notwithstanding anything to the contrary, Wegmans will pay all fees and costs that Wegmans is required by law to pay.

The arbitration will be conducted by a single arbitrator who will apply and be bound by these Terms as a court would be, and will determine any Dispute according to applicable law and facts based upon the record and no other basis. The arbitrator shall issue a final binding decision with a reasoned written award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party's individual claim. Except as expressly provided herein, all issues, including scope, are for the arbitrator to decide. The arbitration award shall be binding only among the parties to the arbitration and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof but an award that has been fully satisfied shall not be entered in any court. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state, or local agencies, and, if the law allows, they can seek relief against us for you.

**(D) Additional Procedures for Mass Arbitration.**

If twenty-five (25) or more similar claims are asserted against Wegmans by the same or coordinated counsel or are otherwise coordinated, you understand and agree that the resolution of your Dispute might be delayed or that it ultimately might proceed in court as set forth below. You also agree to the following process and application of the NAM protocols for mass arbitration, including the use of a Procedural Arbitrator (or those protocols of the designated arbitration administrator consistent with the above).

Attorneys for the claimants and attorneys for Wegmans shall each select fifty (50) cases (per side) to proceed first in individual arbitration proceedings as part of an initial staged bellwether process. The remaining cases shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those cases unless and until they are selected to proceed to individual arbitration proceedings as part of a staged process. Each side may elect to have its cases for any given set of proceedings selected by it, by NAM, or randomly. If a case is withdrawn prior to an award, another case shall be randomly selected to proceed as part of this initial staged process. If there are fewer than one hundred (100) Disputes, then all shall proceed individually at this time. The parties agree that after completion of the first set of one hundred (100) individual arbitration proceedings, they shall participate in a mediation session with a former state or federal court judge in an effort to resolve the remaining claims or to discuss potential ways to streamline the procedures for adjudicating the remaining claims and Wegmans shall pay the mediator's fee. If the parties are unable to resolve the remaining cases after the conclusion of the initial one hundred (100) proceedings, each side shall select another fifty (50) cases (per side) to proceed to individual arbitration proceedings as part of a second staged bellwether process. The remaining cases shall not be filed or deemed filed in



arbitration, nor shall any arbitration fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a staged bellwether process. Each side may elect to have its cases for any given set of proceedings selected by it, by NAM, or randomly. If a case is withdrawn prior to an award, another case shall be randomly selected to proceed as part of this second staged process. If there are fewer than one hundred (100) Disputes, then all shall proceed individually at this time. The parties agree that after completion of the second set of one hundred (100) individual arbitration proceedings, they shall participate in a mediation session with a former state or federal court judge in an effort to resolve the remaining claims and Wegmans shall pay the mediator's fee. If the parties are unable to resolve the remaining claims after the conclusion of the second mediation session, they agree that any remaining Dispute shall be opted out of arbitration and proceed in a court of competent jurisdiction consistent with the remainder of these Terms. The parties may jointly agree in writing to arbitrate any remaining Disputes consistent with the parameters set forth above instead of proceeding in court.

The parties agree to meet and confer throughout this process to discuss issues, including, but not limited to, increasing the number of cases to proceed in each set of staged proceedings, selecting claims to proceed in sets of proceedings as a percentage rather than a fixed number, resolving claims, or to otherwise modify the procedures to resolve claims as informed by the prior arbitration proceedings.

**Any applicable limitations periods (including any statute of limitations) and any filing fee deadlines shall be tolled for claims subject to this mass arbitration process from the time the first cases are selected for a bellwether process until the time your case is selected for a process, settled, withdrawn, otherwise resolved, or opted out of arbitration.** A court shall have authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands. Consistent with these additional procedures, the parties may elect to meet and confer, enter into a "cooling off" period, and/or mediate any or all of the remaining claims at any time or to discuss and potentially agree to modifications to this process to ensure efficiency. Should Wegmans initiate a claim against you that is part of a mass arbitration, Wegmans agrees that such provisions shall apply. This Additional Procedures for Mass Arbitration provision is an essential part of this arbitration agreement. If a court of competent jurisdiction determines that this provision applies to your Dispute and it is unenforceable (and any appeals have been exhausted or the decision is otherwise final), then your Dispute shall not be subject to arbitration and shall proceed in a court of competent jurisdiction consistent with the remainder of these Terms.

**(E) Future Changes.**

Notwithstanding any provision to the contrary, we agree that if Wegmans makes any future changes to this Dispute Resolution section (other than a change to the mailing or email address), you may reject any such change by sending us written notice within thirty (30) days of the change to the address provided above. This is not an opt-out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and Wegmans in accordance with the language of this Dispute Resolution section.

**(F) Survival.**

This Dispute Resolution section shall survive termination of these Terms.

## 24. Governing Law.

Except as to the FAA referenced above, these Terms, your use of the Wegmans Sites, all Orders through the Wegmans Sites, and all related matters, regardless of your location, are solely governed by and construed under the laws of the State of New York, without regard to conflicts of law principles. To the maximum extent permitted by law, to the extent any matter proceeds in court, except for small claims court, you consent to the exclusive jurisdiction of the federal and state courts located in the State of New York.

## 25. Copyright Infringement Claims.

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Service infringe your rights under U.S. copyright law, you (or your agent) may send to Wegmans a written notice by mail, email or fax, requesting that Wegmans remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Wegmans a counter-notice. Notices and counter-notices must be sent in writing and meet the then-current statutory requirements imposed by the DMCA (see <http://www.copyright.gov/> for details), which, with respect to notices of infringement, currently include, among other requirements, the following:

- Sufficient information identifying the copyrighted work(s) believed to be infringed.
- Sufficient information identifying the allegedly infringing material(s) and the location of such material(s) in order to permit Wegmans to locate such material(s).
- A statement from the owner (or the owner’s authorized representative) of the copyrighted work(s) believed to be infringed that such owner or authorized representative has a good faith belief that the allegedly infringing materials are used in a manner not authorized by the copyright owner, its agent, or the law.
- Contact information for the complaining party, including a mailing address, a telephone number, and, if available, an email address.
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner’s behalf.
- A signature or the electronic equivalent from the owner (or the owner’s authorized representative) of the copyrighted work(s) believed to be infringed.

Notices and counter-notices must be sent in writing to Wegmans’ DMCA agent as follows:  
DMCA Agent, Legal Department

Mail: Wegmans Food Markets, Inc., 1500 Brooks Ave., Rochester, NY 14624

Email: [Legal@wegmans.com](mailto:Legal@wegmans.com)

Fax: 585-464-4636

Wegmans’ DMCA agent can also be reached at the following phone number:

1-800-WEGMANS, extension 8500-4760.

## **26. Force Majeure.**

Wegmans Entities will not be liable for any failure to perform any obligations contained in these Terms due to, directly or indirectly, the failure of any equipment, transmission, or delivery problems, or any industrial dispute, war, natural disaster, act of terrorism, explosion, act of god, or any other event beyond our/their control.

## **27. Termination.**

These Terms are effective unless and until terminated by either you or Wegmans except as to Sections (2) Defined Terms, (4) Content and Ideas, (6) Materials Available on the Wegmans Sites, (17) Intellectual Property, (20) Disclaimer of Warranties, (21) Limitation of Liability, (22) Indemnification, (23) Dispute Resolution and Arbitration, (24) Governing Law, (25) Copyright Infringement Claims, (27) Termination, (28) General, and all other provisions of these Terms which are by their nature intended to survive termination, all of which shall survive termination. You may terminate these Terms at any time, provided that you discontinue any further use of the Wegmans Sites. We also may terminate these Terms at any time and may do so immediately without notice, and deny you access to the Wegmans Sites, if in our sole discretion you fail to comply with any term or provision of these Terms. Upon any termination of these Terms by either you or Wegmans, you must promptly destroy all Materials and other Content downloaded or otherwise obtained from the Wegmans Sites, as well as all copies of such Content, whether made under these Terms or otherwise. Any sections that by their nature should survive termination will survive any termination of these Terms.

## **28. General.**

These Terms represent the complete agreement and understanding between you and Wegmans and supersede all prior versions of these Terms. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Wegmans. Headings used in these Terms are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and the other terms of these Terms will remain in full force and effect. The failure of Wegmans to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Wegmans' rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction. Subject to the foregoing, these Terms will be binding on, inure to the benefit of, and be enforceable against you and your respective successors and assigns. Any use of the term "including" or variations thereof in these Terms shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to these Terms) may be made via posting to the Wegmans Sites or by email (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to these Terms to the same extent and subject to the same

conditions as other business documents and records originally generated and maintained in printed form.

## **29. Use of Our Guest Wi-Fi Network.**

We are happy to provide access to our free Wi-Fi network to current customers and guests at our stores. By using Wegmans free Guest Wi-Fi Service (“Wi-Fi Service”), you agree to abide by all laws, regulations, terms, and conditions applicable to your internet use. Wegmans Wi-Fi Service is not a secure form of internet access; therefore, you should not send or receive any personal information (including Social Security numbers, credit card information, bank account numbers, or any passwords) over the Wi-Fi Service.

## **30. How to Contact Us.**

If you have any questions or comments, please [contact us online](#), or by mail at the following address: Wegmans Food Markets, Inc., Attn: Customer Care Center, 1500 Brooks Ave., Rochester, NY 14624.

Please note that email communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your email correspondence with us.

## **31. Accessibility.**

### **Website Accessibility Statement**

Wegmans is committed to providing persons with disabilities equal opportunity to benefit from the goods and services offered by Wegmans. In keeping with that commitment, Wegmans seeks to comply with relevant portions of the World Wide Web Consortium’s Web Content Accessibility Guidelines 2.1 Level AA (WCAG 2.1 AA), as well as any applicable state and federal accessibility requirements.

As part of this commitment, we are continually modifying our website in many ways, including making it more accessible. If you encounter any difficulty using our website, have suggestions about improving the usability or accessibility of the website, or would like to know more about our commitment to accessibility, please contact us using [this form](#) or by phone at 1-800-WEGMANS (934-6267) Monday–Friday, 8:00 a.m. to 7:00 p.m. EST or Saturday–Sunday, 8:00 a.m. to 5:00 p.m.

### **Mobile App Accessibility Statement**

Wegmans is committed to providing persons with disabilities equal opportunity to benefit from the goods and services offered by Wegmans. In keeping with that commitment, Wegmans seeks to comply with any applicable state and federal accessibility requirements as well as best practices in providing accessibility.

As part of this commitment, we have modified our mobile app in many ways, including making it more accessible. However, if you encounter any difficulty using our mobile app, have suggestions about improving the usability or accessibility of the mobile app, or would like to know more about our commitment to accessibility, please contact us using [this form](#) or by phone at 1-800-WEGMANS (934-6267) Monday–Friday, 8:00 a.m. to 7:00 p.m. EST or Saturday–Sunday, 8:00 a.m. to 5:00 p.m.

For information on accessibility offerings in our stores, [click here](#). For information on accessibility offerings specific to our Pharmacy, [click here](#).