

Terms of Use and Privacy Statement  
for Zipthru® Programs

**General Terms of Use**

1. Overview of Terms of Use. Compass Group USA, Inc. (“Compass”, “we”, or “us”) uses a third-party supplier (“Supplier”) to provide you with this software (“Software”) and website (“Site”). Compass requires that you, a Customer of Compass purchasing Compass products and services (“Product”) agree to the following Terms of Use (“Terms of Use”). If you do not agree to the Terms of Use, you must immediately discontinue your use of the Software and the Site. By accessing or using the Software or this Site you indicate your acknowledgement and acceptance of these Terms of Use. We may, at any time and at our sole discretion, change these Terms of Use by updating this posting. We shall not be required to provide you with prior or written notice of any change to these Terms of Use, and your continued use of the Software and this Site shall constitute your acceptance of any change to these Terms of Use.
2. Site Content. You acknowledge that the Site contains information, data, software (whether applications, scripts, plug-ins or applets), photographs, graphics, text, images and other material (collectively, the "Content") that are protected, individually and collectively, by copyright, trademark, patent or other proprietary rights of the Company or third parties. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part, except as expressly allowed by this Terms of Use and Privacy Statement or applicable law (including, without limitation, U.S. copyright, trademark and patent law). Concerning certain designated Content, you may make a single copy of the Content, provided that the copy is made only for your personal, informational and non-commercial use and that you do not alter or modify the Content in any way. You must not delete or alter any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided above, you may not upload, post, reproduce, modify or distribute in any way the Content without obtaining permission of the owner of the copyright or other proprietary right. Your access and use of the Site in accordance with this Terms of Use and Privacy Statement does not give you any right or interest in any Content or other information available on the Site, which at all times shall remain the property of the Company or other owner.
3. Conformance with Law. Your access to and use of the Software and this Site is subject to all applicable laws and regulations.
4. Intellectual Property; Content; Reserved Rights. The trademarks, logos and service marks (“Marks”) displayed in the Software and on this Site are the respective property of Supplier or Compass. In the absence of express prior written consent of Supplier or Compass, you may not use any Marks for any purpose, including without limitation, as metatags on other web sites or web pages. All information contained in or displayed by the Software or the Site,

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5. **Hyperlinks.** If this Site contains links to other web sites, Compass is not responsible for the content or other information contained in such linked sites, and disclaim any responsibility for the accuracy or appropriateness of such content or information. Compass prohibits caching, unauthorized hypertext linking to this Site, and the framing of any Content available through the Site.
6. **No Representation or Warranty.** Compass and Supplier makes no representation or warranty to you as to the availability, accuracy or completeness of the content of the Software or the Site, and shall not be liable for any damages or injury resulting from user access to or inability to access the Software or the Site or from reliance on any information in either. The Software and the Site may contain information about products that may or may not be available in any particular country or region of the world, may be available under different trademarks in different countries and, where applicable, may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries. Nothing contained on this Site should be construed as a promotion or solicitation of an offer for any product or service or for the use of the same, that is not authorized by the laws and regulations of the country where you are located, or whose laws may be applicable.
7. **Disclaimers and Limitation of Liability.** YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER WE, NOR OUR SUPPLIER, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR OTHERS (COLLECTIVELY, THE "PROVIDERS"), WARRANT TO YOU—THAT (i) USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; (ii) THE INFORMATION OR CONTENT PROVIDED ON OR THROUGH THE SITE IS ACCURATE, RELIABLE OR CURRENT; OR (iii) THE SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

THE SITE, AND YOUR ACCESS TO IT, IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT

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LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION GIVEN BY US OR ANY PROVIDER SHALL CREATE ANY WARRANTY.

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SITE. BECAUSE THE LAW IN SOME STATES DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY, SUPPLIER, COMPANY AND SUPPLIER'S OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, COSTS, REASONABLE ATTORNEYS' FEES AND LIABILITIES THAT ANY OF THEM MAY SUSTAIN ARISING DIRECTLY OR INDIRECTLY OUT OF YOUR USE OF THE SITE OR ANY INFORMATION OR CONTENT CONTAINED ON THE SITE.

8. Copyright Complaints. We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify us by providing us a written notice that includes the following information:
  - a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
  - b. A description of the copyrighted work that you claim has been infringed, including the URL (i.e., Web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
  - c. Identification of the URL or other specific location on the Site where the material that you claim is infringing is located.
  - d. Your address, telephone number and email address.
  - e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
  
9. Waiver of Class Actions. You the Customer waive, to the fullest extent allowed by law, any right you may have to pursue any claims on a class or consolidated basis or in a representative capacity.

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10. **Governing Law.** We or our Supplier on our behalf maintain the Site from our offices within North Carolina and other locations in the United States of America. We make no representation that the Content in the Site is appropriate or available for use in any jurisdiction, and access to them from locations in which such Content is illegal is prohibited. Those who may choose to access the Site from other jurisdictions do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of US export laws and regulations. Any claim relating to the Site or the Content and all transactions related to the use of this Site shall be governed by the laws of the State of North Carolina and applicable federal law, without regard to conflict of laws principles, and all users of the Software and the Site consent to venue and jurisdiction in the courts of said State for the enforcement of these Terms of Use.
11. **Age Restrictions.** You may only use the Software and this Site if you are age 18 or older.
12. **Notices.** If you have any questions or comments about the Software or this Site, or if you believe your personal information has been compromised or stolen as a result of your use of the Software or this Site, then you should contact your local Compass management.

**Zipthru® Cashless Program**

13. The Zipthru® card is a cashless payment solution that provides a convenient option to paying cash. You fund your account with a specific dollar value. This dollar value is a pre-payment for purchases in your cafes, company stores, and other locations at your site that accept the Zipthru® card. Your card balance does not accrue interest, dividends or any other earnings on funds deposited to your account. The value of your card account is not insured by the Federal Deposit Insurance Corporation (FDIC).
14. We reserve the right not to accept any Zipthru® card or limit use of a Zipthru® card if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.
15. You can fund your account with a dollar value by using a credit card or cash by visiting your local café management or by going on-line to the Zipthru® Site listed on the back of your card. You may not load more than \$100 at a single time. The minimum amount that can be funded is \$10 and the maximum amount that can be held on your account is \$250. We may change the minimum and maximum amounts at any time by notifying you at the café, by e-mail when you fund your account, by phone when you call, or on the Zipthru® Site. Such a change shall not constitute an amendment to this agreement. All amounts loaded and maintained on your Zipthru® card are denominated in U.S. dollars.

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16. For your convenience, you can take advantage of the auto-load feature of your Zipthru® card. By linking a credit card to your Zipthru® account, you can reload a dollar value onto your account whenever you like. You can set this feature up when you activate your account, through the Zipthru® Site. You can set up a specific date to fund your account, the frequency you want funds loaded to your account, or a minimum balance threshold that indicates when more funds should be added. Your credit card will be billed according to the schedule and amount you have selected. An automated e-mail will be sent after each Auto-Load purchase to notify you of the account activity. You may change your auto-reload preferences at any time; however, changes may take up to 24 hours to take effect. You may discontinue the auto-reload feature at any time on-line at the Zipthru® Site. You must disable this feature at least 24 hours prior to the next scheduled reload. Once a dollar value is loaded, there is no way that the transaction can be reversed.
17. There are no fees associated with the distribution, activation or use of your Zipthru® card.
18. Treat your card like cash. Because you utilize your Zipthru card like cash, you are responsible for all transactions associated with your card, including unauthorized transactions. If you have questions regarding your transaction history or account accuracy, then please contact your local Compass management or the Zipthru support line or Zipthru Site. We shall have no liability for transaction discrepancies unless you provide us notice within sixty (60) days of the date of the transaction in question. If your card is lost or stolen, the card can be replaced and the remaining balance at the time of your call can be transferred to the new card. Upon notification of a lost or stolen card, we will freeze the remaining balance on your account immediately; however, we are not responsible for lost or stolen Zipthru cards or any transactions that occur on a lost or stolen card.
19. Your account and membership may be terminated upon your termination of employment with Compass's food service client. Upon any event of termination of your account and membership, a refund will be issued to you for unused balances in your account; provided, however, that unused funding issued to your account by Compass as a result of special promotions or rewards will not be refunded to you.

**Zipthru® Rewards Program**

20. As a user of the Software, you may be eligible to participate in the Zipthru® Rewards Program (the "Rewards Program"), which is a rewards program of Compass. As a member of the Rewards Program, you are eligible to earn credits ("Credits") for your qualifying purchases at participating stores. You may redeem your Credits for rewards that Compass establishes from time-to-time ("Rewards"). Compass has sole discretion to determine the number of Credits

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you earn for a purchase, which purchases qualify for Credits, which stores participate in the Rewards Program and the number of Credits required for a Reward. No purchase is necessary to enroll as a member of the Rewards Program. However, Credits are only earned when you make a qualifying purchase at a participating store. To earn Credits for a purchase, you must present your Rewards Program membership card at the time of sale. Credits and/or Rewards Program membership cards cannot be transferred, purchased, sold or traded. Credits earned cannot be pooled or shared. Credits cannot be earned on purchases made before joining the Rewards Program or on the purchase of gift cards or charitable items. Credits are not redeemable for cash or store credit. Compass is not responsible for Rewards lost in the mail or e-mail, or not received due to failure to update the member address information on the account. To update your address and other account information, you may do so on the Zipthru Site.

21. Membership in the Rewards Program is limited to residents of the United States. Corporations, groups and other entities are not eligible to become members or to earn Credits or Rewards. Compass reserves the right to void member accounts, Credits and Rewards to any person(s) who have wrongfully earned Credits via deception, forgery or other abuses of the Rewards Program. There may be only one Rewards Program membership card per person.
22. Compass may, at its sole discretion, alter, limit or modify the Rewards Program rules, including the Credit earning structure, Rewards, Reward levels or any other feature of the Rewards Program, at any time without notice.
23. Compass may terminate the Rewards Program at any time at its sole discretion without notice. Compass may terminate your membership in the Rewards Program at any time at its sole discretion without notice. You may terminate your membership in the Rewards Program by making your request by phone or in person to your local Compass café management.
24. Financial Disclaimers. Your Rewards Program balance does not accrue interest, dividends or any other earnings on Credits in your account. The value of your Rewards account is not insured by the Federal Deposit Insurance Corporation (FDIC). We are not responsible for lost or stolen Rewards Program cards or any transactions that occur on a lost or stolen card. Your account and membership in the Rewards Program may be terminated upon your termination of employment with Compass's food service client. All Credits remaining in your Zipthru® Rewards account upon termination of your account or membership may be forfeited.

**Zipthru® Catering Solution**

25. The Zipthru® catering solution provides a convenient, web-based method for submitting catering orders from your desktop. Using the Site and Software, you

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select your food order, schedule delivery, and pay for your order using a credit card. For your convenience, other means of payment may be enabled by your employer, or Compass's food service client.

26. When you submit an order, the Site will provide you with a cut-off time for making changes to such order ("Change Cut-Off"). If you need to make a change to your food order, delivery location or time, or your method of payment prior to the given Change Cut-Off time, you may make the change through the Site. If you encounter an issue with your food order, delivery, or payment after the established Change Cut-Off time, then please contact your local Compass food service management directly and as early as possible.

**Privacy Statement**

27. Overview of Privacy Statement. This is a statement of privacy policy (this "Privacy Statement") that applies to you as a Customer of Compass and to your use of software and related services ("Software") provided to facilitate and enhance the products and related services the Compass provides to you as a Customer ("Products"). Throughout this Privacy Statement, the word Customer is used interchangeably with "you" and "your" in order to refer to you. This Privacy Statement tells you about the information collected from you when you use the Software in order to obtain Products from Compass, how that information is used, and what options you have in connection with this information.
28. Your Consent to Collection and Use of Information; Modification of this Privacy Statement; Method of Opt-Out. By using the Software in order to obtain Products from Compass or for related activities, you consent to the collection and use practices described in this Privacy Statement, as modified from time to time. We reserve the right to modify the terms of this Privacy Statement at any time, effective upon updating this posting. In all cases where you are granted a right to Opt-Out of certain provisions in this Privacy Statement, you may do so by making your request by phone or in person to your local Compass management.
29. Types of Information We May Collect. "Personally Identifiable Information" is information about you that can be used to identify you as an individual, such as your name and address and other pertinent information. "Transactional Information" is the information the Compass needs to fulfill your Product order. "Aggregate Information" is statistical information collected from you and other Customers, that informs us how Customers are using the Software and any trends in the purchasing of Products.
30. Collection and Use of Information in Different Situations. The type of information we collect and use depends upon your particular situation, which will differ, depending upon how you are using the Software to obtain the Products, as follows:

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- a. **Registration.** Registration of your identity may be required for us to deliver some Products and/or Services to you. If you choose to register, then we collect from you the following information:
- **Personally Identifiable Information:** We may collect your name, complete street address, telephone number, e-mail address, a username and password selected by you, and other pertinent information. We never collect your social security identification number.
  - **Transactional Information:** We collect the information about the Compass Products you are ordering identified by location, plus your other instructions, which are stored by the Software. If you choose to pay for your order by a method other than by cash at the point of sale, then we will also collect information necessary for credit or debit card payment or payment by other special methods, such as a prepaid account card or a promotional gift certificate or a corporate billing account or purchase order.
  - **Optional Personal Information:** We may collect information that identifies you personally when you submit comments or questions to Compass or to us. We may also give you the opportunity to furnish additional Personal Information about yourself such as your Product preferences. Providing this additional Personal Information is completely voluntary, and when the Software requests such information, you will be given the choice to opt-in, or not to furnish this additional information.
- b. **Option Not to Register.** If the Software offers you the option to register your identity and you choose NOT to register your identity when placing your order, then unless we advise you otherwise, we will collect only Transactional Information, and not any of the Personally Identifiable Information described above under the Registration Option. If you are not physically located at the point of Product sale when placing your order, you may be required to furnish credit or debit card payment information or payment information for other special methods, such as a prepaid account card or a promotional gift certificate or a corporate billing account or purchase order at the time of making the order (whether or not you are planning to pay cash at point of sale) in order to secure your timely performance of your obligation as Customer to pick up and pay for your order.
- c. **Aggregate Information.** When you access this Software, we collect Aggregate Information about you and your use of the Software, which is implemented through one or more private intranet Sites operated by Supplier or Compass, and in some cases, by your access to our Sites with your browser via the Internet, from remote locations at home or at work. In addition to your page view activity within our Sites, we may collect site traffic statistics on your browser and operating system type, and entry points and exit points from referring domains. When you surf the web, your computer is automatically assigned an IP address, which is automatically logged by our Site when you login to our servers. This traffic information and the purchases that result



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from referrals is aggregated, and not tied to individual Product orders. This means that, without correlation to other sources of information, this Aggregate Information will not generally serve to personally identify you. We may store and compile, publish, report, sell or otherwise externally disclose or use any Aggregate Information that does not personally identify you. If we do correlate any Aggregate Information to your identity for our internal purposes, our use and disclosure of will be subject to all the same restrictions upon information about you described in Paragraph 30 of this Privacy Statement.

- d. Cookies. Cookies are small text files that a web server can create and place on a user's computer when not prevented by preference settings in the users browser. A cookie does not read content or information on the users computer, but the server originally placing it can subsequently retrieve the contents of the cookie itself, including information on other websites visited in the meantime. We may use session cookies to enhance navigation within our Site during the session of your visit to the Site, but these cookies do not survive the end of your visit, and thus provide us no information about other websites visited between visits to our Site. You may adjust your remote browser not to accept cookies but in some cases the Software or Site may function less effectively or deny access to you.

31. Restricted Use of Information About You. We use, sell, or disclose information about you (Personally Identifiable Information, Aggregated Information and Other Personal Information) only as disclosed in this Privacy Statement:

- a. Disclosure of Personal Identifiable Information. We do not sell or externally disclose Personal Identifiable Information about any Customer of Compass to any other person or entity except to Compass, unless:
- The Customer consents to such sale or disclosure;
  - It is required by law or in response to lawful subpoena or court order;
  - It is required to enforce our collection rights or defend property of ours, of our Compass, or of Customers of Compass; or
  - If we believe in good faith that disclosure without delay is required to reduce the risk of death or grave personal injury.
- b. Transactional Information. We and Compass may use your Transactional Information to complete the processing of your order of Compass Product, the processing of payments for your order, and to provide you reports and summaries of Product you have purchased.
- c. Internal Analysis and Promotion. We and Compass may use information about you for our own internal business, marketing and promotional analysis, and may outsource such internal activity to third party agents who agree to comply with the terms of this Privacy Statement.
- d. Direct Communication With You for Marketing and Promotion; Opt-Out. We and Compass may use information about you to communicate directly with you for marketing and promotion, and may outsource such marketing and promotion activity to third party agents who agree to comply with the terms of this Privacy Statement. Notwithstanding the foregoing, if you do

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not wish to receive direct communication from us, from Compass, or from our agents for marketing and promotion purposes, you may Opt-Out in the manner provided in Paragraph 28 of this Privacy Statement.

32. Access. If you have exercised the Registration Option described in paragraph 30.a of this Privacy Statement, you may view, change or delete information about you in your personal account with Compass by logging into Site and following the instructions. You are solely responsible for maintaining the confidentiality of your personal account and password and for restricting access to your computer and personal account, and you accept full responsibility for all activities that occur under your personal account or password. Compass reserves the right to terminate your personal account at any time and for any or no reason.
33. Security. Whereas perfect security is not achievable, we have conducted a risk assessment process, and has implemented security precautions commensurate with that risk, to protect the Personally-Identifiable Information about you from unauthorized access or misuse. We have implemented an industry-standard secure website, using Secure Socket Layers (SSL) to construct a secure pipe between your browser and our Site, following your authentication of our Site certificate. The password you use to access your personal information under the preceding paragraph 32 is stored in our Site and/or our Supplier's Site in industry-standard hashed format to reduce the risk of compromise through external hacking. The password you select for yourself under the Registered Option should have at least eight characters and include both alphabetic and numeric data.