

## TERMS AND CONDITIONS OF SERVICE

Effective Date: May 13, 2022

These Terms and Conditions of Service (“Terms”) govern your access to, and use of, certain websites (each, a “Site” or “Website”), mobile applications, our Mobile Messaging Program, third-party messaging platforms, and online services or programs (collectively, the “Services”) operated by or on behalf of Gosh Enterprises, Inc. and each of its related, affiliated or subsidiary companies (collectively, the “Company”). For the avoidance of doubt, these Terms apply to Services offered by the following brands:

Bibibop Asian Grill – Charleys Philly Steaks – Lenny’s Grill and Subs

These Terms are a legal and binding agreement between you and the Company. Your use of the Services indicates your acceptance of these Terms. Do not use the Services if you do not agree to be bound by these Terms. Please note that these Terms may be revised and reissued, prospectively, by posting updated Terms on the Services. You consent and agree to receive notices of updates of these Terms through our posting of updated Terms on the Services. You should visit this page regularly to review the current Terms. Your continued use of the Services will be deemed as irrevocable acceptance of any revisions.

**PLEASE READ THESE TERMS CAREFULLY, ESPECIALLY THE DISPUTE RESOLUTIONS CLAUSES, AS THEY IMPACT YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW YOU CAN BRING A CLAIM AGAINST THE COMPANY, HOW WE CAN BRING A CLAIM AGAINST YOU, AND HOW SUCH A CLAIM MAY BE RESOLVED.**

These are general-audience Services for adults. You hereby represent to the Company that you have legal capacity to enter into the agreement set out in these Terms (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

## PERSONAL DATA AND PRIVACY

Your use of our Services is subject to our website Privacy Policy, and our Privacy Policy is hereby incorporated into, and forms an integral part of, these Terms. Our Privacy Policy describes how we process personal information, including the types of personal information that we collect, the purposes for which we use it, the types of third parties with whom we share it, and any rights you may have with respect to such personal information. The Privacy Policy also sets forth the types and categories of personal information you are permitted to provide the Company, and your responsibilities and obligations with respect to such personal information. Please review our Privacy Policy carefully. For the avoidance of doubt, any claims, suits, or complaints related to the Privacy Policy or the Company’s

use of your personal information shall be settled or otherwise addressed in accordance with the dispute resolution terms, and subject to the limitations of liability, set forth herein, in addition to all other terms and conditions herein.

## INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its affiliates, its third-party services providers, partners, sponsors, licensors, licensees, and the like (“Providers”), and the Company and Providers’ officers, directors, employees, attorneys, and agents from and against any and all claims, damages, losses, costs (including reasonable attorneys’ fees), and expenses that arise directly or indirectly out of or from: (1) your breach of these Terms; and/or (2) your use of, or activities in connection with, the Services and/or materials, programs, and features made available therein.

## COMMUNICATING WITH THE COMPANY

The Services may give you the ability to contact the Company by electronic mail, for example, to sign up for services such as e-mail notifications and newsletters about the Company’s products or to register for a particular sweepstakes or contest. The information that you provide to the Company through the Services is governed by the Privacy Policy.

## COMPANY PROPERTY

The Services contain many valuable trademarks owned and used by the Company throughout the world. These trademarks are used to distinguish the Company’s quality products and services. The text, graphics, and html code contained on this Website and throughout the Services are the exclusive property of the Company (“Company Content”). The Company Content is protected from reproduction and simulation under national and international laws and, except where otherwise noted, is not to be copied, distributed, displayed, reproduced, or transmitted in any form, by any means, without the prior express written consent of the Company.

## USER-SUBMITTED CONTENT; CONTENT STANDARDS

Certain areas of the Services enable you to submit remarks, ideas, images, photos, suggestions, graphics, and/or other materials and content (“Submitted Content”). You acknowledge that you are responsible for whatever material you submit, and you, not the Company, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. By posting, displaying, publishing, or otherwise submitting Submitted Content on or through the Services, you understand and acknowledge that any materials, ideas, or other communications you transmit will not be treated as confidential or proprietary. Furthermore, such Submitted Content will forever be

the property of the Company, and the Company is entitled to use the Submitted Content for any commercial or other purpose whatsoever without compensation to you.

**Content Standards:** All Submitted Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Submitted Content must not: (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable, (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person, (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy, (v) be likely to deceive any person, (vi) promote any illegal activity, or advocate, promote, or assist any unlawful act, (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person, (viii) impersonate any person, or misrepresent your identity or affiliation with any person or organization, (ix) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising, or (x) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## ONLINE PURCHASES

To purchase food products, merchandise, or other items through the Services, you must provide valid payment card and billing information. Such information will be collected by the Company or Providers (e.g., our third-party payment processors). Your information will be collected and used in accordance with Company's Privacy Policy. When you purchase items through the Services, prices will be made clear during the order process. You agree to pay the price that is stated at the time of your order, as well as any applicable taxes. You also agree to have your payment card billed for the total amount displayed at check out. By purchasing items through the Services, you represent and warrant to the Company that you are capable of entering into a contract under the applicable law.

## WEBSITE ACCESS; PROHIBITED ACTIONS

The Company hereby grants you permission to use the Services as set forth in these Terms, provided that: (i) your use of the Services as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Services in any medium without the Company's prior written authorization; (iii) you will not alter or modify

any part of the Services other than as may be reasonably necessary to use the Services for their intended purpose; and (iv) you will otherwise comply with these Terms.

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website: (i) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries), (ii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or asking them for personally identifiable information, (iii) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the standards and criteria set out in these Terms, (iv) to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation, (v) to impersonate or attempt to impersonate the Company, Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing), and (vi) to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability. Additionally, you agree not to: (vii) use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real-time activities through the Website, (viii) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website, (ix) use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent, (x) use any device, software, or routine that interferes with the proper working of the Website, (xi) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, (xii) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website, (xiii) attack the Website via a denial-of-service attack or a distributed denial-of-service attack, and (xiv) otherwise attempt to interfere with the proper working of the Website.

## ACCOUNT CREATION

In order to access some features of the Services, you will have to create an account. You may never use another’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure.

Although the Company will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Company or others due to such unauthorized use. You agree to notify us immediately of any unauthorized access to or use of your account or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any account username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

#### HYPERLINKS

The Services may link to sites not maintained by or related to the Company. These hypertext links are provided as a service to users and are not necessarily sponsored by or affiliated with the Services or the Company. The Company has not necessarily reviewed the sites hyperlinked to or from the Services and is not responsible for the content of any other site. These links are to be accessed at the user's own risk. The Company makes no representations or warranties about the content, completeness, or accuracy of these links or the sites hyperlinked to or from the Services. Furthermore, the Company does not implicitly endorse third-party sites hyperlinked to or from this Website.

#### MOBILE MESSAGING PROGRAM TERMS

In addition to the other terms and conditions set forth herein, the following Mobile Messaging Program Terms apply specifically to the Company's Mobile Messaging Program:

**Opt In.** Our Mobile Messaging Program allows you to receive SMS/MMS mobile messages by affirmatively opting into the Mobile Messaging Program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Mobile Messaging Program, you agree that these Terms (including these Mobile Messaging Program Terms) apply to your participation in the Mobile Messaging Program. By participating in the Mobile Messaging Program, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from the Company. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "autodialer"). Message and data rates may apply.

**Opt Out Process.** If you do not wish to continue participating in the Mobile Messaging Program or no longer agree to these Terms (including these Mobile Messaging Program Terms), you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from the Company in order to opt out of the Mobile Messaging Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

**Program Description.** Without limiting the scope of the Mobile Messaging Program, individuals that opt into the Mobile Messaging Program can expect to receive messages concerning the marketing and sale of the Company's products and goods. Messages may include checkout reminders.

**Cost and Frequency.** Message and data rates may apply. The Mobile Messaging Program involves recurring mobile messages, message frequency will vary, and additional mobile messages may be sent periodically based on your interaction with the Company.

**Support Instructions.** For support, text "HELP" to the number you received messages from or email us at CCorporate@charleys.com. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the opt out procedures set forth above.

**MMS Disclosure.** The Mobile Messaging Program may send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

**Our Disclaimer of Warranty.** The Mobile Messaging Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with the Mobile Messaging Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of our control. Carriers are not liable for delayed or undelivered mobile messages.

**Participant Requirements.** You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

Age and Geographic Restriction. You may not participate in the Mobile Messaging Program if you are under sixteen (16) years of age. If you use or participate in the Mobile Messaging Program and are between the ages of sixteen (16) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Mobile Messaging Program, you acknowledge and agree that: (i) you are over 16 years of age; and (ii) if you are between 16 and 18 years of age you have the express permission of your parent or guardian who has accepted these Terms (including these Mobile Messaging Program Terms) on your behalf. You may only enroll in the Mobile Messaging Program if you are located in the United States.

Privacy. For the avoidance of doubt, your participation in the Mobile Messaging Program is subject to our website Privacy Policy.

DISPUTE RESOLUTION. ANY AND ALL COMPLAINTS, DISPUTES, ACTIONS, CLAIMS, AND PROCEEDINGS WITH RESPECT TO THE MOBILE MESSAGING PROGRAM SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION CLAUSES SET FORTH BELOW (DISPUTE RESOLUTION, ARBITRATION CLAUSE AND CLASS ACTION WAIVER). PLEASE READ THE DISPUTE RESOLUTION CLAUSES CAREFULLY AS THEY IMPACT YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

#### LOYALTY PROGRAM

The Company may, from time to time, implement loyalty programs (collectively, the "Loyalty Program") for customer rewards. The Loyalty Program is good only at participating locations. The Loyalty Program may be discontinued at any time. Rewards will not be replaced if your Loyalty Program account is compromised or if the account holders cannot remember their username or password. Accounts must be registered to earn and redeem rewards. By enrolling in a Loyalty Program, you agree to be enrolled into our occasional email communication and may choose to opt out of email communications at any time by following instructions for opting out in the email. Transactional emails which help prevent fraud and provide important/necessary account information is a required part of membership. Only one Company account can earn points per transaction. The Loyalty Program account and rewards or offers have no cash value and are not redeemable for cash. Each Company brand may, in addition to these Terms, implement supplemental terms and conditions with respect to any Loyalty Program (Supplemental Loyalty Terms), which include the Bibibop Supplemental Loyalty Terms and Lenny's Supplemental Loyalty Terms. For the avoidance of doubt, participation in a Loyalty Program is conditioned on acceptance and compliance with these Terms and any Supplemental Loyalty Terms.

## DISCLAIMERS AND LIMITATIONS OF LIABILITY

THE COMPANY STRIVES TO ENSURE THAT THE INFORMATION CONTAINED ON THE SERVICES IS ACCURATE AND RELIABLE. HOWEVER, THE COMPANY AND THE SERVICES ARE NOT INFALLIBLE AND ERRORS MAY SOMETIMES OCCUR. THEREFORE, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO THE APPLICABLE LAW, THE COMPANY MAKES NO REPRESENTATIONS ABOUT THE RELIABILITY OF THE FEATURES OF THE SERVICES, THE COMPANY CONTENT, SUBMITTED CONTENT, OR ANY OTHER SERVICE FEATURE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON SUCH MATERIAL AND/OR SYSTEMS WILL BE AT YOUR OWN RISK. THE COMPANY IS NOT RESPONSIBLE FOR THE INFORMATION, DATA, TEXT, OR OTHER MATERIALS THAT MAY APPEAR IN SUBMITTED CONTENT OR MAY OTHERWISE BE SUBMITTED BY USERS. OPINIONS EXPRESSED IN SUBMITTED CONTENT DO NOT NECESSARILY REFLECT THE OPINIONS OF THE COMPANY, AND THE COMPANY DOES NOT ENDORSE, AND HAS NO CONTROL OVER, SUBMITTED CONTENT. SUBMITTED CONTENT IS NOT NECESSARILY REVIEWED BY THE COMPANY PRIOR TO POSTING, AND THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUBMITTED CONTENT OR TO THE ACCURACY AND RELIABILITY OF THE SUBMITTED CONTENT. THE COMPANY MAKES NO REPRESENTATIONS REGARDING THE AMOUNT OF TIME THAT ANY COMPANY CONTENT OR SUBMITTED CONTENT WILL BE PRESERVED.

THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY PROVIDERS IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICES AND MATERIALS, PROGRAMS, AND FEATURES MADE AVAILABLE THEREIN.

IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY'S PROVIDERS BE LIABLE TO ANY PERSON FOR DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES (LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION, PROGRAMS, OR DATA) RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

## VIOLATION OF THESE TERMS AND REMEDIES

The Company reserves the right to investigate suspected violations of these Terms, including without limitation any violation arising from any submission, posting, or e-mails you submit as Submitted Content. The Company may seek to gather information from the user who is suspected of violating these Terms, and from any other user. The Company may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If the Company believes, in its sole discretion, that a violation of these Terms has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts, or take other corrective action it deems appropriate. The Company will fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ANY COMPANY S EMPLOYEE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

You agree that the Company may, in its sole discretion and without prior notice, block and/or terminate your access to the Services if the Company determines that you have violated these Terms or other agreements or guidelines that may be associated therewith. You also agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice and will cause irreparable and unquantifiable harm to the Company. You also agree that monetary damages would be inadequate for such harm and consent to the Company's obtaining any injunctive or equitable relief that the Company deems necessary or appropriate. These remedies are in addition to any other remedies that the Company may have at law or in equity.

If the Company takes legal action against you as a result of your violation of these Terms, the Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company. You agree that the Company will not be liable to you or to any third party for termination of your access to the Services, mobile app, programs, and/or services as a result of any violation of these Terms.

You are prohibited from using any services or facilities provided in connection with the Services to compromise security or tamper with system resources and/or accounts. The

use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, the Company reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

#### GOVERNING LAW AND JURISDICTION

These Terms are governed by United States law and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, or the rights and obligations of you or the Company in connection with your use of the Services or your Submitted Content, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict-of-laws rules thereof.

#### DISPUTE RESOLUTION, ARBITRATION CLAUSE AND CLASS ACTION WAIVER

You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of these Terms will be resolved in accordance with the provisions set forth in this Dispute Resolution section. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

You agree that whenever you have a disagreement with the Company arising out of, connected to, or in any way related to these Terms, you will send a written notice to the Company (“Demand”). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Terms. You must send the Demand to the following address (the “Notice Address”): Legal Department, Gosh Enterprises, Inc., 2500 Farmers Drive, Suite 140, Columbus, OH 43235. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 20 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the “Arbitrator”). This arbitration provision limits the ability of you and the Company to litigate claims in court, and you and the Company each agree to waive your respective rights to a jury trial or a state or federal judge. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an Arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms as a court would. You agree that you will not file any lawsuit against the

Company in any state or federal court. You agree that if you do sue in state or federal court, and the Company brings a successful motion to compel arbitration, you must pay all fees and costs incurred by the Company in court, including reasonable attorneys' fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator, and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with the Company. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against the Company and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in these Terms, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you or the Company agree to class or collective procedures in arbitration or the joinder of claims in arbitration. The Company agrees that we will submit all disputes with you to arbitration before the Arbitrator.

#### NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users of the online services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

#### MISCELLANEOUS

Both you and the Company acknowledge and agree that no partnership is formed and neither you nor the Company has the power or the authority to obligate or bind the other.

The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' original

intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect.

The Company is based in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

The failure of the Company to comply with these Terms because of an act of God, war, fire, riot, terrorism, cybersecurity event, pandemic, epidemic, or similar health emergency, earthquake, actions of federal, state, or local governmental authorities, or for any other reason beyond the reasonable control of the Company shall not be deemed a breach of this agreement. If the Company fails to act with respect to your breach or anyone else's breach on any occasion, the Company is not waiving its right to act with respect to future or similar breaches.

The headings in these Terms are for your convenience and reference. These headings do not limit or affect this agreement.

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

#### **BINDING AGREEMENT**

These Terms constitute a binding agreement between you and the Company and are accepted by you upon your use of the Services. This agreement constitutes the entire agreement between you and the Company regarding the use of the Services and the features therein and supersedes and replaces any prior agreements, communications, or proposals, whether electronic, oral or written, between you and the Company regarding the use of the Services. By using the Services, you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

#### **REFUND POLICY**

If for any reason you are dissatisfied with your order from the Company, please contact us within 48 hours of receipt of your order for assistance at [guestservice@bibibop.com](mailto:guestservice@bibibop.com).

#### **CONTACT US**

If you have questions regarding these Terms or would like to request more information from us, please contact us at the following: Gosh Enterprises, Inc., Attn: LEGAL 5000 Arlington Center Blvd, Columbus, Ohio 43220 or at [CCorporate@charleys.com](mailto:CCorporate@charleys.com).