# Website and App

# Terms & Conditions of Use

Last Revision: January 2020

Thank you for visiting the Kroger website, one of The Kroger Co. family of companies.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING OUR WEBSITES OR MOBILE APPLICATIONS YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. DO NOT USE OUR WEBSITES, MOBILE APPLICATIONS OR ONLINE SERVICES IF YOU DO NOT AGREE TO ALL OF THESE TERMS.

These Terms and Conditions of Use (“Terms”) apply exclusively to your access to and use of the websites and mobile applications (each a “Site” and collectively, the "Sites") of The Kroger Co. and its subsidiaries and affiliates (collectively, “Kroger”). The Terms do not alter in any way the terms or conditions of any other agreement you may have with Kroger, or our subsidiaries or affiliates, for products, services or otherwise (for example, Kroger Gift Card Terms and Conditions and Kroger Affiliated Credit Card Terms and Conditions).

## 1. USE OF THE SITES.

1.1 By accessing or using our Sites you agree to these Terms. If you do not agree to these Terms, you may not access or use the Sites. Kroger reserves the right to change or modify these Terms at any time and in our sole discretion. If Kroger makes changes to these Terms, we will provide you with notice of such changes, such as by sending an email, posting a notice on our Sites or updating the effective date at the top of these Terms. Your continued use of the Sites will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Sites. If you do not agree to the amended Terms, you must stop using the Sites. Any use of the Sites in violation of these Terms may result in, among other things, termination of your account.

1.2 If you have any questions regarding the use of the Sites, please refer to the Help Section on www.Kroger.com. All other questions or comments about the Sites or their contents may be directed to customer service by calling 1-800- KRO-GERS (1-800-576-4377). For questions regarding Kroger Pay, please contact 1-866-544-8062.

## 2. PRIVACY POLICY.

Please refer to our Privacy Policies for information on how Kroger collects, uses and shares information about users of the Sites. If a product or service offered through a Site is a financial product or services, Kroger’s Privacy Policy for Financial Products and Services Made Available by the Kroger Family of Stores will apply. Otherwise the Kroger Privacy Policy will apply.

## 3. ELIGIBILITY, REGISTRATION, AND ACCOUNTS.

3.1 The Sites are not targeted towards, nor intended for use by, anyone under the age of 16. By using the Sites, you represent and warrant that you are 16 years of age or older. If you are not at least 16 years of age, do not access, use or register for an account on the Sites. In addition, you may not make a purchase from our Sites unless you are at least 18 years of age. You also represent and warrant that you (a) have not previously been suspended or removed from the Sites; (b) do not have more than one Site account; and (c) that you have full power and authority to agree to the Terms and in doing so will not violate any other agreement to which you are a party.

3.2 In order to use some features of the Sites, you will need to register for an account and provide information about yourself, including your full name, address, phone number and email address and you must select a password. You agree to (a) provide accurate, current and complete information; (b) maintain and promptly update your account information; (c) maintain the security of your account credentials; (d) not share your account credentials with others; and (e) promptly notify Kroger if you discover or otherwise suspect any security breaches related to the Sites. You are solely responsible for the use of your account credentials and for all charges incurred when using your account. We reserve the right to suspend or terminate your account at any time, with or without notice to you.

## 4. OWNERSHIP, LICENSE AND RESTRICTIONS ON USE.

4.1 Kroger provides all information on the Sites (together with all content and the underlying source HTML files that implement the hypertext features) exclusively under these Terms and all applicable laws. Unless otherwise indicated, all right, title and interest (including all copyrights, trademarks and other intellectual property rights) in the Sites belong to Kroger, its licensors, or suppliers. In addition, the names, images, pictures, logos and icons identifying Kroger's products and services are proprietary or licensed marks of Kroger, its licensors, or suppliers. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppels or otherwise, under copyright, trademark or other intellectual property rights.

4.2 You are hereby granted a personal non-exclusive, non-transferable, limited license to view the Sites, and to download and/or print insignificant portions of materials retrieved from the Sites provided (a) it is used only for informational, non-commercial purposes, and (b) you do not remove or obscure the copyright notice or other notices. Except as expressly provided above, no part of the Sites, including but not limited to materials retrieved therefrom or the underlying code, may be reproduced, republished, reverse-engineered, copied, uploaded, downloaded, displayed, modified, licensed, transmitted, or distributed in any form or by any means or for any commercial purpose, without the express written permission of Kroger. Nothing herein transfers any right or license to the underlying code of any of the Sites.

4.3 By submitting User Content (as defined below) , you automatically grant Kroger a world-wide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable and transferable, right and license to use, record, sell, lease, reproduce, distribute, create derivative works from, publicly display or perform, transmit, publish, and otherwise exploit the User Content, in whole or part as Kroger deems appropriate including, but not limited to, in connection with Kroger's or its subsidiaries' or affiliates' businesses.

4.4 Mobile Application Users: With respect to each of Kroger’s mobile applications (each an “App”), when you download the App or you create an account on the App, by selecting “I agree to the Terms and Conditions” you are expressly agreeing that you have read, understand and agree to be bound by these Terms and any amendments to these Terms. Check the “More” page periodically to see our most current Terms. Kroger makes the App available so that users may access the services via a mobile device. To use the App you must have a mobile device that is compatible with the mobile service. Kroger does not warrant that the App will be compatible with your mobile device. Kroger hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the App for one registered account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile, reverse engineer or create derivative works of the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (iii) copy, reproduce, republish, upload, post, transmit or distribute the App in any way, unless specifically allowed in these Terms; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App. You acknowledge that Kroger may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the App or any copy thereof, and Kroger and its third party licensors or suppliers retain all right, title, and interest in and to the App (and any copy of the App). Standard carrier data charges may apply to your use of the App.

4.5 Apple Users: With respect to any App that Kroger provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"), these Terms incorporate by reference the terms and conditions of the “Standard” Licensed Application End User License Agreement (“LAEULA”) published by Apple, Inc. (www.apple.com/legal/ macapps/dev/stdeula). For purposes of these Terms, Kroger’s iOS App is considered the “Licensed Application” and Kroger is considered the “Application Provider” under the LAEULA To the extent that these Terms conflict with any of the terms and conditions of the LAEULA, these Terms shall control.

4.6 The Sites may be used only for lawful purposes by individuals using authorized services of Kroger. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Sites. Kroger specifically prohibits any use of the Sites, and requires all users to agree not to use the Sites for any of the following:

Posting any information which is incomplete, false, inaccurate or not your own;

Impersonating another person;

Constituting, engaging in or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, state, national or international law or regulation or which fails to comply with accepted Internet protocol;

Posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;

Posting material that reveals trade secrets, unless you own them or have the permission of the owner;

Posting material that infringes on any other intellectual property, privacy or publicity right of another;

Transmitting or transferring (by any means) information or software derived from the Sites to foreign countries or certain foreign nations in violation of US export control laws; or

Attempting to interfere in any way with the Sites’ or Kroger’s networks or network security, or attempting to use the Site’s service to gain unauthorized access to any other computer system.

4.7 Violations of system or network security may result in civil or criminal liability. Kroger will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting the user or users who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Sites, including, without limitation, the following:

Gaining access to data not intended for such user or logging into a server or account which user is not authorized to access;

Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Sites, overloading, “flooding”, “mailbombing” or “crashing”; or

Sending unsolicited e-mail, including promotions and/or advertising of products or services, forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

## 5. LINKS TO THIRD PARTY SITES.

Kroger provides links to third party web sites for your convenience. Kroger does not assume any responsibility for the (i) content of, (ii) technology implemented by, or (iii) privacy practices of third party sites and all use is at your own risk. You should review the privacy policy and terms of use for each third party site and confirm they are acceptable prior to registration on or use of the site. Links to third party sites do not imply endorsement of the sites by Kroger. In no event shall Kroger be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the use of the linked sites or the information or material accessed through such sites including, without limitation, any incidental, special, or consequential damages of any kind whatsoever, attorneys' fees and lost profits or savings.

## 6. DISCLAIMERS.

6.1 THE SITES, INCLUDING WITHOUT LIMITATION, ALL CONTENT, FUNCTION, MATERIALS AND SERVICES, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE"BASIS AND KROGER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES OR UNINTERRUPTED ACCESS, AND ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION. KROGER DOES NOT WARRANT OR REPRESENT THAT ANY MATERIAL ON THE WEBSITES IS ACCURATE, COMPLETE, CURRENT, RELIABLE, OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. KROGER MAKES NO WARRANTY THAT THE SITES WILL MEET USERS’ EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITES.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

6.2 Kroger disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arisin g out of, or in any way related to (a) any errors in or omissions from the Sites, including but not limited to technical inaccuracies and typographical errors, (b) any third party websites or content therein directly or indirectly accessed through links in the Sites, including but not limited to any errors in or omissions therefrom, (c) the unavailability of the Sites or any portion thereof, (d) your use of the Sites, or (e) your use of any equipment or software in connection with the Sites.

## 7. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, A COVERED PARTY (AS DEFINED BELOW) SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LOST PROFITS OR SAVINGS) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH (I) YOUR ACCESS OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITES; (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITES; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, DEFICIENCIES, OR OTHER INACCURACIES IN THE SITES; (IV) ANY UNAUTHORIZED ACCESS TO, OR USE, DISCLOSURE OR ALTERATION OF, YOUR TRANSMISSIONS OF DATA INCLUDING, WITHOUT LIMITATION, YOUR PERSONAL INFORMATION OR CARD HOLDER DATA, (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITES; OR (VI) ANY OTHER MATTER RELATED TO THE SITES, INCLUDING THEIR CONTENT, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY EVEN IF A COVERED PARTY OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. "Covered Party"means The Kroger Co., its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any of them.

APPLICABLE LAW MAY NOT ALLOW SOME OR ALL OF THIS EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, SO SOME OF THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

## 8. PRODUCT & SERVICE AVAILABILITY.

The Sites may contain references or cross references to Kroger branded and other branded products and services that are not available in every location.

## 9. KROGER PAY

Kroger Pay is a digital wallet offered by Kroger within the App. The Kroger Pay wallet allows you to store tokenized payment card information for permitted payment cards and initiate transactions from such cards using your mobile phone at participating locations in the Kroger Family of Companies. By loading your payment card information within the App, you have requested that such payment card(s) be made available through the Kroger Pay functionality to initiate transactions as described herein. Neither the Kroger Pay wallet nor the App stores untokenized card information.

You must have established a digital account and have downloaded the App to your mobile phone to participate in Kroger Pay. You may load to your Kroger Pay wallet with your Kroger Rewards Debit Card and any credit card, debit card or prepaid card that participates in one of the payment networks we identify from time to time by providing the card number and any other information requested. You may load your payment card information to your digital account through the Site or the App. All payment card information that you add to or update in your digital account via the Site or your Kroger Pay wallet will automatically be updated within both your digital account accessible through the Site and the Kroger Pay wallet. You may not load a non-reloadable gift card bearing one of the brands of the Kroger Family of Companies to your Kroger Pay Wallet at this time.

If you add more than one payment card to your Kroger Pay wallet, you may select a default payment mechanism that will be used for each transaction initiated using Kroger Pay unless you select an alternative payment mechanism when prompted. You are responsible for properly entering your payment card information and for keeping such information up to date. You may remove any payment card from Kroger Pay at any time using either the Site or the App. If any payment card you have loaded to Kroger Pay is closed, suspended or otherwise not active or valid, you will not be able to use that card to make purchases through Kroger Pay. If a transaction you initiate with a payment card in your Kroger Pay wallet is declined, you may initiate payment using another payment card you have added to your Kroger Pay wallet or you may make payment with another accepted payment method.

By loading any payment card into Kroger Pay, you authorize Kroger to charge that payment card when you use Kroger Pay to make any purchase. Each time you use Kroger Pay for a transaction, you acknowledge and agree that you are authorizing Kroger to charge the relevant payment card(s) you have added to Kroger Pay.

You will need to use a security feature, such as fingerprint, facial recognition or a PIN to initiate a transaction with Kroger Pay. You are responsible for maintaining the security and confidentiality of your Kroger Pay wallet and are responsible for all transactions initiated using your Kroger Pay wallet. You should not share your security credentials with any third party, but if you do, you will be deemed to have authorized them to use Kroger Pay on your behalf and to charge your payment cards. If you believe the confidentiality of your security credentials has been compromised, please change them immediately. If you lose your mobile device, to prevent unauthorized transactions from your Kroger Pay wallet, you should immediately delete the payment card information stored in your Kroger Pay wallet and your Kroger digital account. You may set up a new digital account and Kroger Pay wallet.

Kroger Pay is accepted at participating in-store locations in the Kroger Family of Companies in the United States, which can be viewed at the Kroger Pay FAQ page and which list may be updated by Kroger from time to time. Kroger Pay is not accepted at Kroger Fuel Centers, certain independent merchants within Kroger Stores or online and cannot be used at stores outside of the Kroger Family of Companies. Kroger may limit items that may be purchased using Kroger Pay or may impose conditions, such as identity verification, on purchases made using Kroger Pay.

To pay for a purchase using Kroger Pay, you must open the Kroger Pay functionality with the App on your mobile phone and authenticate your identity when prompted via PIN, fingerprint or facial recognition. Once you are authenticated, Kroger Pay will generate and deliver a transaction-specific QR (Quick Response) Code to your mobile phone that you must scan at the POS (manned or self-checkout) to initiate payment at checkout. The QR Code includes your Kroger Co. Family of Stores Rewards program information as well as your tokenized payment card information. If the transaction is approved, a printed receipt will be available at checkout. The Kroger Pay wallet supports split tender transactions to the extent otherwise permitted at the point of sale at the Kroger Family of Companies.

Eligible purchases made through Kroger Pay will earn loyalty points in accordance with the applicable Kroger Co. Family of Stores Rewards programs offered by Kroger. From time to time, Kroger may offer special promotions or discounts for using Kroger Pay to make purchases. Any such promotions or discounts will be subject to the terms and conditions provided or made available in connection with such special promotion or discount. Additionally, if you make a Kroger Pay purchase using your Rewards Debit Card, a credit card that bears the mark of one of the Kroger Family of Companies or payment network branded prepaid card that bears the mark of one of the Kroger Family of Companies, you may be eligible for enhanced loyalty benefits offered by Kroger from time to time. Rewards points earned using Kroger Pay will automatically be credited to your Kroger Co. Family of Store Rewards loyalty account in accordance with the terms of the applicable Kroger Co. Family of Stores Rewards program or Kroger Pay promotion. It may take up to forty-eight (48) hours for rewards to be credited to your loyalty account. When you make a purchase for which coupons and/or accrued loyalty benefits loaded to your digital account are eligible, such coupons and/or loyalty benefits may be automatically redeemed when you use your Kroger Pay wallet to make the purchase. Redemption of such benefits will be reflected on a receipt or in your digital account.

We will not assess any fees or charges for your use of Kroger Pay. However, your mobile carrier may assess message or data fees or charges and you are responsible for such fees and charges.

You acknowledge that the terms of your agreements with the issuers of your payment cards, including any applicable transaction limits and fees, govern their use through Kroger Pay. The Kroger Pay terms and conditions do not modify your agreements with your card issuers. If you have a question or dispute regarding a transaction using Kroger Pay, you should contact us at 1-866-544-8062. If you have a question or dispute regarding your payment cards, you should contact your card issuer.

We reserve the right to terminate or suspend your use of Kroger Pay at any time without notice.

Kroger Pay is subject to our Website and App Terms of Use and the Privacy Policy for Financial Products and Services Made Available by the Kroger Family of Stores. Loyalty-related information related to the use of Kroger Pay is subject to our Privacy Policy.

## 10. ENTIRE AGREEMENT; SEVERABILITY.

These Terms and Conditions constitute the entire agreement with respect to your access to and use of the Sites. You may also be subject to additional Terms and Conditions that may be applicable to certain parts of the Sites. If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability. Notwithstanding the foregoing, under no circumstances do the parties agree to class-arbitration. If a court refuses to enforce the waiver of class-wide arbitration, the entire arbitration provision shall be unenforceable and any claims brought on behalf of a putative class will proceed in court.

## 11. COMMUNICATIONS.

Any communication or other information sent to Kroger via electronic mail or otherwise in connection with your use of the Sites, including but not limited to suggestions, ideas and comments, will be treated as non-confidential and all such information may be used by Kroger for any purpose without compensation. Disclosure shall constitute an assignment of all right, title and interest in such information to Kroger.

## 12. LINKS TO KROGER WEB PAGES.

12.1 Kroger permits links to the Sites provided (a) you do not remove or obscure, by framing or otherwise, any content, including but not limited to the copyright notice and other notices, (b) you do not directly or indirectly cause any portion of the Sites to appear on a user's computer screen with any material (e.g. URL, text, graphics, pop-up window, audio or other) supplied by or associated with you or a third party, (c) you give Kroger notice of all such links by sending an e-mail to webmaster@kroger.com, and (d) you discontinue providing links to the Sites if notified by Kroger.

12.2 When linking to the Sites you may use one or more Kroger logos as a link anchor. To ensure proper usage of Kroger logos, we've presented them under our home page describing our family of companies here. These logos are trademarks of Kroger and Kroger retains all rights in them. Kroger grants you a limited license to use these logos solely for linking to Kroger web pages as provided above. Logos cannot be altered or modified other than to make them larger or smaller. Except for the limited license provided above, Kroger does not grant, by implication, estoppels or otherwise, any license to use any trademark, copyrighted materials or other proprietary materials displayed on the Sites and any other use is strictly prohibited.

## 13. REVIEWS.

Kroger does not and cannot review all communications and materials posted or uploaded to the service and is not responsible for the content of these communications and materials. However, Kroger reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) clearly false or misleading, (c) in violation of a copyright, trademark or, other intellectual property right of another, or (d) libelous, harassing, vulgar, sexually explicit, (e) inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or (f) unrelated to the goods or services offered by or available at the Sites.

## 14. MESSAGE BOARD, BLOGS, & SHARING.

14.1 Kroger may, now or in the future, allow users to post, upload, transmit through, or otherwise make available on the Sites (collectively, "submit") messages, receipts, text, illustrations, personal stories, reviews, illustrations, files, graphics, photos, comments, sounds, music, videos, information, content, or other materials ("User Content"). Kroger is not responsible for User Content for any links or images embedded in the User Content, or for the results obtained by using the User Content. Kroger does not endorse or warrant, and is not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement contained in User Content. Under no circumstances will Kroger be liable for any loss or damage caused by reliance on the Sites, User Content or information or materials obtained through User Content.

14.2 You shall not submit any User Content that is protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, or property right of a third party without the owner's express permission. You are solely liable for any damages resulting from your failure to obtain consent.

14.3 You shall not submit content that (a) violates or infringes the rights of others; (b) is unlawful, defamatory, threatening, harassing, abusive, libelous, invasive of privacy or publicity rights, vulgar, obscene, pornographic, profane, lewd, lascivious, excessively violent, or otherwise objectionable; (c) encourages criminal conduct or conduct that gives use to civil liability or otherwise violates any law; (d) advertises goods or services; (e) solicits funds; (f) contains instructions, formulas, or advice that could harm or injure; or (g) is a chain letter of any kind.

14.4 User Content, including any personally identifiable information (including as name, address, telephone number, or email address), submitted is accessible to other users, including people you may not know. Making this information available may result in receiving unsolicited emails or of other users sharing your information. You should use discretion when communicating with others or disclosing personal information. Kroger has no control over and shall have no liability for any damages resulting from the use or misuse by any third party of information that you make public by submitting it. If you choose to make personally identifiable information available you do so at your own risk.

14.5 Kroger has the right, but not the obligation, to monitor the User Content. We reserve the right not to post any User Content, but we do not have an obligation to post, maintain, screen or otherwise use User Content. We may discontinue the ability to submit User Content in our own discretion.

14.6 The User is responsible for evaluating the accuracy, timeliness, and completeness of all content on the Sites including User Content.

## 15. HEALTH-RELATED ADVICE.

15.1 The Sites are not intended to provide medical advice, diagnosis or treatment. The products, information, services and other content provided on and through the Sites, including information that may be provided on the Sites directly or via linking to third-party sites by a healthcare or nutrition professional, are provided for informational purposes only. Please consult with your physician or other healthcare professional (collectively, "Healthcare Professional") regarding any medical or health-related diagnosis or treatment options.

15.2 The information provided on the Sites and Linked Third Party Sites (as defined herein), including information relating to medical and health conditions, products and treatments, is often provided in summary or aggregate form. Again, it is not intended as a substitute for advice from your Healthcare Professional, or any information contained on or in any product label or packaging.

15.3 You should not use the information or services on the Sites for diagnosis or treatment of any health issue or for prescription of any medication or other treatment. You should always consult with your Healthcare Professional, and carefully read all information provided by the manufacturer of a product and on or in any product label or packaging, before using any medication or nutritional, herbal or homeopathic product, before starting any diet or exercise program or before adopting any treatment for a health problem. Each person is different, and the way you react to a particular product may be significantly different from the way other people react to such product. You should also consult your Healthcare Professional regarding any interactions between any medication you are currently taking and nutritional supplements.

15.4 Any claims made about specific nutrients or products have not been evaluated by the Food and Drug Administration. Dietary supplements are not intended to diagnose, treat, cure or prevent disease. Please consult with a healthcare professional before starting any diet, exercise or supplementation program. Kroger makes no guarantee or warranty, express or implied, with respect to any products or services sold, including any warranty of merchantability or fitness for a particular purpose.

15.5 Should you have any health care-related questions, please call or see your physician or other health care provider promptly. You should never disregard medical advice or delay in seeking it because of something you have read here.

## 16. GOVERNING LAWS IN CASE OF DISPUTE; ARBITRATION; JURISDICTION.

16.1 RESOLUTION OF CLAIMS OR DISPUTES. Any claim or dispute between you and Kroger arising out of or relating in any way to your use of the Sites or the Terms must be resolved through final, binding arbitration. This arbitration obligation applies regardless of whether the claim or dispute involves a warranty, tort, fraud, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory.

16.2 WAIVER OF RIGHT TO BRING CLAIMS IN COURT AND TO HAVE THEM HEARD BY A JUDGE AND JURY. You specifically acknowledge and agree that you waive THE right to bring a lawsuit IN COURT based on ANY claims or disputes DESCRIBED IN PARAGRAPH 16.1 ABOVE, and to have such lawsuit resolved by a judge or jury TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

16.3 LIMITATION OF LEGAL REMEDIES. All arbitrations under the Terms shall be conducted on an individual (not a class-wide) basis, and an arbitrator shall have no authority to certify a class or award class-wide relief. You acknowledge and agree that with regard to any claims relating in any way to the Sites, you may not seek to, and an arbitrator or court may not, join or consolidate your claims with any other similar claims and you agree you will not proceed in any court or arbitration proceedings as a representative of others, join in any court or arbitration proceedings brought by any other person, and understand that you may not be included as a member of any class that may be certified by a court or arbitrator. Your waivers of your rights to bring or participate court proceedings and as a representative or member of a class applies specifically, but is not limited to, claims brought under Ohio’s Unfair and Deceptive Trade Practices Act, California’s Unfair Competition Law, False Advertising Act and its Consumer Legal Remedies Act, and any other state consumer protection laws.

16.4 ARBITRATION PROCEDURES.

16.4.1 Before commencing any arbitration proceedings under the Terms, you must first present your claims or disputes to Kroger by calling 1-800-KRO-GERS (1-800-576-4377) and asking for the customer service department and allowing Kroger the opportunity to resolve the claims or disputes. If your claims or disputes are not resolved within sixty (60) days, you may commence arbitration proceedings in accordance with the Terms.

16.4.2 The arbitration of any claim or dispute hereunder shall be conducted pursuant to the American Arbitration Association’s (“AAA”) United States Commercial Dispute Resolution Procedures, which are available by calling the AAA, at 1-800-778-7879, or by visiting its web site at www.adr.org.

16.4.3 The arbitration of any claims or disputes hereunder shall be conducted in the State of Ohio.

16.4.4 All administrative expenses of arbitration proceedings commenced hereunder shall be paid by Kroger.

16.5 ATTORNEYS FEES. You acknowledge and agree that each party shall pay the fees and costs of its own attorneys, experts, and witnesses incurred in connection with any arbitration or court proceeding between the parties notwithstanding any prevailing parties attorneys’ fees provision a part of any statute under which you may bring a claim.

16.6 CHOICE OF LAW. The Terms shall be governed by the United States Federal Arbitration Act and the laws of the state of Ohio. The validity, effect, and enforceability of the arbitration provisions of the Terms and of the waiver of class action lawsuit and waiver of class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by an arbitrator.

## 17. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

17.1 If you believe your work has been copied on the Sites in a way that constitutes copyright infringement, please send our Copyright Agent a written notification (“the Infringement Notification”) containing all the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single Infringement Notice, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; Information reasonably sufficient to permit us to contact you, such as an address, telephone number and, if available, an email address;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the Infringement Notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

17.2 Kroger’s Copyright Agent for notice of claims of copyright infringement on or relating to the Sites can be reached as follows:

The Kroger Co.

Law Department - Mark Wilkinson, Esq. 1014 Vine St.

Cincinnati, OH 45202 Mark.Wilkinson@kroger.com

(513) 762-4498

## 18. NOTICE TO CALIFORNIA CUSTOMERS.

If you have a complaint or question regarding the Sites, please contact us by phone toll-free at 1-800-KRO-GERS (1- 800-576-4377), Monday through Friday, 8:00am to Midnight EST, and Saturday and Sunday, 8:00am to 9:30pm EST except federal holidays. For your reference, the Complaint Assistance Unit of the Division of the Consumer Services of The Department of Consumer Affairs may be contacted in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

## 19. GENERAL INFORMATION.

19.1 You agree that no joint venture, partnership, employment, or agency relationship exists between Kroger and you as a result of this Agreement or your use of the Sites.

19.2 Any claim or cause of action you may have with respect to Kroger or the Sites must be commenced within one (1) year after the claim or cause of action arose. All claims must be resolved using the procedures set forth in Section 16 above.

19.3 The failure of Kroger to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

19.4 You may not assign the Terms or any of your rights or obligations under the Terms without Kroger’s express written consent.

19.5 The Terms inure to the benefit of Kroger’s successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.

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