Publix Website Policies

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Terms of Use

1. Acceptance of Terms of Use

The websites, mobile applications, and other online and offline services owned or operated by or on behalf of Publix Super Markets, Inc. (collectively with its affiliates, brands and subsidiaries, "Publix", "we", “our”, “us” or any derivatives thereof) (collectively, the "Services") are made available to you by Publix subject to these Terms of Use (the “Terms”). PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. We require that all users of our Services adhere to these Terms, including with respect to any electronic content, functionality, features and applications in our Services (collectively, “Materials”). By using the Services, you agree that these Terms create a legally binding agreement between you and Publix.

THESE TERMS GENERALLY REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE CAREFULLY REVIEW THE DISPUTES SECTION BELOW FOR MORE INFORMATION.

Publix reserves the right, at any time, to modify these Terms. By continuing to use the Services following such modifications, you agree to be bound by such modifications. We will post our most current Terms on this page with the “last updated” date, and you should periodically visit this page to review them.

Specific portions or features of our Services may be subject to additional policies, terms, or conditions ("Additional Terms"). Please review all Additional Terms where applicable to you, as those Additional Terms are incorporated into and made a part of these Terms. If there is a conflict between these Terms and any Additional Terms, the conflicting Additional Terms shall take precedence with respect to your use of the specific Services governed by those Additional Terms. These Terms also incorporate by reference our Privacy Policy and any other notices contained on the Services and constitute the entire agreement between you and Publix with respect to your access to and use of the Services.

2. Your Responsibilities

You are responsible for any activity that occurs through your use of the Services. All information you provide to us must be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

Certain features or portions of the Services may be password-protected and may require you to complete a registration process and/or qualify for such Services in order to obtain access. We may, in our sole and absolute discretion, disable your account from the Services for any or no reason, including suspicion of fraud, false information or misuse. You are responsible for (a) the accuracy of all information that you provide to us, (b) maintaining the confidentiality and security of any passwords or other account identifiers that you choose or that are otherwise assigned to you, and (c) all activities that occur under such password(s) or account(s). In the event that your account credentials (i.e., username and password) are used without your consent or you discover any other breach of security, you must immediately notify us.

3. Communications and Notices

By providing your telephone number to us in any form, including without limitation, any electronic, digital, or other written form, including via e-mail, website form, text message, telephone keypress, or voice recording, you authorize us to deliver or cause to be delivered to you, telemarketing, telephonic sales calls, and other calls and SMS/text messages using an automated system for the selection or dialing of telephone numbers or other automatic telephonic dialing system or the playing of a recorded message when a connection is completed to a number called, whether or not featuring an artificial or pre-recorded voice. You expressly consent to receive and authorize these calls and messages for any purpose, including but not limited to telemarketing, telemarketing sales calls, and advertising benefits and services that may be of interest, for the purpose of servicing your account, payment and billing, collecting any amounts you may owe, fundraising efforts and donations, informational updates, and for our operations and operational improvements. You understand that you need not enter into a written agreement or otherwise agree as a condition to purchase any property, goods, or services and that calls and messages could result in interruption or data use or charges according to your plan.

You may also communicate with us via e-mail, postal mail, telephone, the mobile applications, our website, and other services. We may issue notices via these various channels, including by sending e-mails to an address you provide us. You agree that such notices shall have legal effect. You also agree that any notices sent by e-mail satisfy any requirement that notices be provided in writing. You may have the right to withdraw your consent to receive certain emails and notices from mobile applications,

and, when required by law, we will provide you with paper copies of notices upon request. You agree that you may make such a request by contacting us. To receive, access, and retain the notices we send via e-mail, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print, or download and store, e-mails and PDF files. By accepting these Terms, you confirm that you are able to receive, access, and retain the notices we may send. You may update your contact information through the Services.

4. Privacy

Please review our Privacy Policy to understand how we may collect, use and disclose personal information. Additionally, the privacy practices of Publix Pharmacy with respect to Protected Health Information ("PHI") as defined under the Health Insurance Portability & Accountability Act and related federal and state laws and regulations (collectively referred to as "HIPAA") is subject to the Publix Pharmacy Notice of Privacy Practices, which supersedes the Privacy Policy in the event of any conflict. These policies are all incorporated into and made a part of these Terms.

5. Intellectual Property Rights

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful purposes in accordance with these Terms and for your personal, noncommercial use only. You may not use any Services if you are under the age of 13. If you are between the ages of 13 and 18, you may use the Services only with involvement of a parent or guardian.

Unless noted otherwise, the Services, in their entirety, including but not limited to all Materials, are the sole property of Publix or its licensors. The Materials are protected as a collective work under United States and international copyright, trademark, and other laws. Except as stated in these Terms, no Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means without the prior written consent of Publix or the respective owner. You may not use Publix's name, logo, or other trademarks for any purpose without the express written consent of Publix. Any rights not expressly granted herein are reserved by Publix.

You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any

notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in violation of any applicable laws or regulations; (h) otherwise act in a fraudulent, illegal, misleading, malicious or negligent manner when using the Services; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, harming, impersonating or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (k) access or use the Services by means of any automated program, expert system, electronic agent or "bot" except for general purpose search engines; (l) give any other person or entity unauthorized access to the Services; (m) scrape, copy, republish, license, or sell the information or Materials on the Services; pr post content for which you received compensation from a third party without receiving written authorization from Publix.

6. Reporting Claims of Copyright Infringement or Other Violations Regarding the Services

We respect the intellectual property rights of others, and we prohibit users of our Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights or these Terms. For allegations of copyright infringement, please follow the instructions below; otherwise, you can report any issues to us via the contact information provided at the end of these Terms. The remaining information in this section is provided exclusively for notifying us that your copyrighted material may have been infringed.

In accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512 (the "DCMA") we are registered as a Service Provider with the United States Copyright Office. Notifications of copyright infringement claims occurring on our Services should be reported to our designated agent via mail to: Publix Super Markets, Inc., 3300 Publix Corporate Pkwy, Lakeland, FL 33811-3311, or via email to: copyrightline@publix.com. Note "Attn: DMCA Agent, Legal Dept." on the mail or email.

Any such notice must be in writing, and must include the following information as required by the DMCA:

- A physical or electronic signature of the copyright owner or the person authorized to act on its behalf;
- A description of the copyrighted work claimed to have been infringed;

- A description of the infringing material and information reasonably sufficient for us to locate the material;
- Your contact information, including your address, telephone number, and email;
- A statement by you 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 notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

7. Links to our Services

You may create a text-only hyperlink labeled "Publix Web Site" to our home page only (www.publix.com). You are not permitted to use a link that "frames" our Services or that portrays Publix, or its products or services in a false, misleading, derogatory, or otherwise offensive manner. Also, you may not use any other Publix logo, graphic or trademark as part of the link without our express written permission. Publix may revoke your right to link at any time for any reason.

8. User Content and Permitted Use of Services

Publix reserves the right, but not the obligation, to monitor use of the Services and the content that you and other users may post in certain areas. We further reserve the right, but not the obligation, to remove information and materials that we deem, in our sole discretion, to be objectionable. Subject to the terms of our DMCA terms above, Publix expressly disclaims any obligation or warranty to screen or remove objectionable materials. Publix further reserves the right to disclose any content, records, or electronic communications of any kind if we are required to do so by any law, regulation, or court order, or if such disclosure is necessary or appropriate to operate the Services or to protect Publix's rights or property, or the rights of others, including our partners, affiliates, sponsors, providers, licensors, and merchants, or other persons that use the Services.

You hereby grant Publix a perpetual, irrevocable, royalty-free, transferable right and license to use, modify, reproduce, transmit, publish, display, delete, and distribute any information (except order information sent via email or phone) or materials you share with us throughout the world in any media, including when you allow Publix to feature text, images and videos shared through social media (e.g., Facebook™, Twitter™, Instagram™, Pinterest™) or submitted through reviews and ratings. You also grant us the right to use the name and social media handle that you use when you share content with us in connection with that content. When you share content to us, you will disclose any affiliation you have and you will not share anything that contains harmful computer code, references other websites, or is false, misleading, illegal, defamatory, libelous, hateful, racist, biased, threatening, or harassing.

Publix administers rewards programs that provide benefits such as personalized discounts, gifts and other perks to members who create accounts. You are only permitted to have one (1) rewards account of any given type that is personal to you. Your account may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. Without notice to you, Publix reserves the right to suspend and/or terminate your account and/or your participation in the rewards program if Publix determines, in its sole discretion, that you have violated these Terms or that the use of your Publix rewards account is unauthorized, deceptive, fraudulent or otherwise unlawful. Publix may, in its sole discretion, suspend, cancel or combine Publix rewards accounts that appear to be duplicative. In the event that your participation in a Publix rewards program is terminated, all benefits accrued by or associated with your account are void and you are prohibited from opening a new account for six (6) months.

If you no longer want to be a part of Club Publix, you can opt out of Club Publix here.

9. Health & Wellness Content

Any health and wellness content presented on the Services is for general informational purposes only. Such content is not intended to replace or serve as a substitute for professional medical advice, diagnosis or treatment, nor is it intended as a guarantee of improvement of specific conditions or weight loss. You should regularly consult a physician or other health care provider in all matters relating to physical or mental health, particularly concerning any symptoms that may require a diagnosis or medical attention.

10. Information Provided on Our Services

The content that appears on our Services is for educational and informational purposes only. We strive to provide useful and accurate information. However, errors may appear from time to time. We make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of the information presented on the Services. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice. Any pricing shown or offered through the Services is considered an estimate only and is subject to change. Please contact your local Publix store if you have questions about pricing.

11. Third Party and Co-branded Content

Publix may provide content or provide links to content on the Services (including co-branded websites) that are not under the sole control of Publix. A link to a third-party site on the Services does not constitute sponsorship, endorsement, approval or responsibility by Publix for any third-party site. Publix does not assume any responsibility for the operation, content, privacy practices, or technologies used by third-party services. You agree that you interact with third parties at your sole risk and that your relationship with those parties will be governed by their terms and policies. Publix in its sole discretion may modify or remove such links or content at any time and without notice.

12. Submissions

Publix may offer you the opportunity, or you may choose, to submit information, comments, pictures, videos, feedback or ideas to Publix or to other users of the Services (collectively "Submissions"). We welcome your Submissions. However, by sending Submissions to Publix, you acknowledge that the Submissions will not be treated by Publix as confidential and you agree that you grant to Publix a nonexclusive, royalty-free, perpetual, irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Submissions throughout the world in any media for any purpose whatsoever, without restriction and without compensating you in any way. You should not send us any Submissions that you are legally prohibited from transferring to us. By sending Submissions, you warrant that you are the sole author of the content, that you are at least 18 years old or that you are at least 13 years old and your parent or legal guardian agrees to be bound by these Terms, and that your Submissions will not cause injury to the rights or property of any person or entity.

13. Disclaimers

ALTHOUGH PUBLIX RESERVES THE RIGHT TO CORRECT ANY ERRORS, OMISSIONS, OR INACCURACIES, YOU ACKNOWLEDGE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, AND ALL INFORMATION CONTAINED THEREIN, ARE PROVIDED ON AN "AS IS," “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. PUBLIX DOES NOT WARRANT THAT THE SERVICES OR ANY INFORMATION, CONTENT OR FUNCTIONALITIES OFFERED THROUGH THE SERVICES, OR ANY ELECTRONIC COMMUNICATIONS SENT FROM PUBLIX, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PUBLIX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PUBLIX DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE SERVICES, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE SERVICES WILL BE UNINTERRUPTED; OR (III) THAT THE SERVICES, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF THE COMPANY ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

14. Limitation of Liability

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT PUBLIX AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM: THE USE OF THE SERVICES; THE INABILITY TO USE OR ACCESS THE SERVICES; OR ANY INFORMATION, CONTENT OR FUNCTIONALITY OFFERED THROUGH THE SERVICES. THESE LIMITATIONS APPLY TO ALL LOSSES AND DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES OR THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES.

BY USING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF ANY LAW, WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF PUBLIX UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100).

15. Indemnities

You agree to hold harmless Publix, its subsidiaries and affiliates, and their respective shareholders, officers, directors, employees, agents, licensors and suppliers from any and all claims arising out of or related to your access or use of the Services or your inability to access or to use the Services or any other offerings rendered by Publix or its contractors in conjunction with the Services or your use of the Services.

16. Applicable Law

By using the Services, you agree that the laws of the state of Florida, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and Publix. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are expressly excluded from these Terms.

17. Dispute Resolution

SUBJECT TO THE MANDATORY INFORMAL DISPUTE RESOLUTION PROCESS SET FORTH BELOW, ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SERVICES ("DISPUTE") SHALL BE SUBMITTED TO BINDING ARBITRATION IN TAMPA, FLORIDA, EXCEPT FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY EITHER PARTY (WHICH FOR PURPOSES OF THIS SECTION DO NOT INCLUDE PRIVACY AND PUBLICITY CLAIMS) AND CLAIMS THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT. IF YOU CAN DEMONSTRATE TO US THAT ARBITRATION IN TAMPA, FLORIDA WOULD CREATE AN UNDUE BURDEN TO YOU, WE WILL ALLOW YOU TO INITIATE THE ARBITRATION IN YOUR HOME STATE. ANY DISAGREEMENTS REGARDING THE FORUM FOR ARBITRATION WILL BE SETTLED BY THE ARBITRATOR. ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY UNDER THE CONSUMER ARBITRATION RULES THEN PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA'S CONSUMER RULES"), EXCLUDING ANY RULES AND PROCEDURES GOVERNING OR PERMITTING CLASS OR REPRESENTATIVE ACTIONS. THE RULES ARE AVAILABLE ON THE AMERICAN ARBITRATION ASSOCIATION'S WEBSITE.

SUBJECT TO THE MASS ARBITRATION PROVISION BELOW, PUBLIX AND YOU AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM, AND YOU AND PUBLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT YOU MAY NOT PURPORT TO ACT ON BEHALF OF A CLASS OR ANY OTHER PERSON.

THE ARBITRATOR SHALL APPLY FLORIDA LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE OR IF THERE IS A CHALLENGE OR APPEAL, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS IN TAMPA, FLORIDA. IF FOR ANY REASON A CLAIM, CHALLENGE OR APPEAL MAY PROCEED IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL, UNLESS SUCH WAIVER IS UNENFORCEABLE. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY.

Before either Party may initiate an arbitration proceeding, you and Publix agree to engage in a good faith effort to resolve the Dispute informally for 60 days, unless that time is extended by agreement. If you intend to initiate an arbitration proceeding, you must first send a fully completed notice of your Dispute (the “Notice”) to Publix. The Notice must include your name and contact information (address, telephone number, and email address) and information sufficient to enable Publix to identify any transaction at issue. The Notice must also include a detailed description of (1) your Dispute; (2) the specific facts supporting your claim(s); (3) the nature and basis of the damages you claim to have suffered; and (4) a calculation and explanation of the relief sought. Your Notice shall be personally signed by you and sent to Publix at: Publix Super Markets, Inc., 3300 Publix Corporate Parkway, Lakeland, FL 33811 Attention: General Counsel. If Publix intends to initiate an arbitration proceeding, it will send a Notice to you at the contact information we have on file. If requested by Publix as part of this mandatory informal dispute resolution process, you agree to personally participate (along with your counsel, if you are represented) in a telephone conference to discuss the potential resolution of the Dispute between you and Publix. If the Dispute is not resolved within 60 days after receipt of the Notice (or the longer period agreed to by the Parties), you or Publix may proceed with individual arbitration (this informal process is a condition precedent to doing so.). Compliance with and completing this informal dispute resolution process is a condition precedent to filing any formal dispute resolution proceeding, including a demand for arbitration. A court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration. If the sufficiency of a Notice or compliance with this mandatory informal dispute resolution process is at issue, it may be decided by a court at either Party’s election, and any formal dispute

resolution proceeding shall be stayed pending resolution of the issue. A court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in this informal process.

If the Parties are not able to resolve the Dispute through the mandatory informal dispute resolution process referenced above, either Party may initiate an individual arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the nature and basis for the claim and includes all of the information required in the Notice. The Party initiating arbitration must include as part of the demand a personally signed certification of compliance with the informal dispute resolution process.

If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules. Regardless of who initiates the arbitration, Publix will pay any other arbitration fees, including your share of arbitrator compensation. If the arbitrator rules against Publix, in addition to accepting whatever responsibility is ordered by the arbitrator, Publix will reimburse your reasonable attorneys' fees and costs, regardless of who initiated the arbitration, unless the arbitrator finds some or all of your claims to be frivolous or to have been brought in bad faith. In addition, if the arbitrator rules in our favor, we will not seek reimbursement of our attorneys' fees and costs, regardless of who initiated the arbitration, unless the arbitrator finds some or all of your claims to be frivolous or to have been brought in bad faith.

To help resolve any issues between us promptly and directly, you and Publix agree to begin any arbitration within one year after a claim arises; otherwise, the claim is waived.

This paragraph sets forth additional procedures that apply to mass arbitrations. If thirty (30) or more similar claims are asserted against Publix by the same or coordinated counsel or are otherwise coordinated, you understand and agree that these additional procedures apply and that the resolution of your Dispute might be delayed. Counsel for the claimants and counsel for Publix shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of this bellwether process. If the Parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings after conferring in good faith, each side shall select another fifteen (15) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process.

Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the Parties agree otherwise. Identical sets of arbitrators shall not be assigned to sets of bellwether proceedings. This staged process shall continue with thirty (30) cases in each set of bellwether proceedings, consistent with the parameters identified above, including that the remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed, until all the claims included in these coordinated filings, including your case, are adjudicated, settled, or otherwise resolved. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to these additional procedures that apply to mass arbitrations from the time the first cases are selected for a bellwether process until the time your case is selected for a bellwether process, withdrawn, or otherwise resolved. You and Publix agree to engage in this process in good faith. A court shall have the authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Publix.

This "Disputes" provision shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, any membership programs or subscription services and your relationship with Publix. Any amendments to this provision shall not affect any then active or pending arbitration proceeding.

18. Intellectual Property Claims by Publix

In the event of intellectual property claims by Publix against you, Publix shall have the right to litigate such claims in any state or federal court in Tampa, Florida, and you consent to the exclusive and mandatory venue in such courts.

19. No Waiver

Publix's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

20. Services Controlled From United States

Our Services are operated from the United States. We make no representation that content or materials in the Services are appropriate or available for use in other jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services

from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

21. Severability And Entire Agreement

If any provision of the Terms are found by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision will, to that extent, be severed and superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue to be valid to the fullest extent permitted by law. These Terms constitutes the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these Terms. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services.

22. Contact Us

Contact us if you have any questions about our Services, these Terms or if you would like to receive a copy free of charge. You may also download a copy of our Publix Policies in PDF format.

If you no longer want to be a part of Club Publix, you can opt out of Club Publix here.

Privacy Policy

At Publix Super Markets, Inc. (collectively with or its affiliates, brands and subsidiaries, "Publix", "we", “our”, “us” or any derivatives thereof), we are committed to protecting your privacy. We developed this Privacy Policy (the “Policy”) to inform you about how we treat the information that we collect about you in association with our websites, mobile applications, and other online and offline services (collectively, the “Services”). This Policy also describes your choices about the collection and use of your information.

Please read this policy carefully before you start to use our Services. By using the Services, you consent to our posted Terms of Use (the “Terms”) together with this Policy, which the Terms incorporate by reference. If you do not agree to our Terms with this Policy, or if you violate them in any way, your right to access or use the Services is terminated.

PLEASE SEE OUR TERMS REGARDING YOUR RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES, INCLUDING A MANDATORY ARBITRATION CLAUSE, AND A WAIVER TO A JURY TRIAL OR CLASS ACTION, THAT LIMITS YOUR RELIEF.

NOTE TO PHARMACY CUSTOMERS: Notwithstanding the disclosures in this Policy, all pharmacy activities that involve Protected Health Information ("PHI") as defined under the Health Insurance Portability & Accountability Act and related laws and regulations (collectively referred to as "HIPAA") are subject to our posted HIPAA Notice of Privacy Practices.

Publix reserves the right, at any time, to modify this Policy. By continuing to use the Services following such modifications, you agree to be bound by such modifications. We will post our most current Policy on this page with the "last updated" date, and you should periodically visit this page to review it.

1. How We Collect Information

We may collect information about you by various means, including:

- Directly from you, both online (e.g., our website or app) and offline (e.g., in store or by phone);
- From other third-party sources and social media platforms that you may use to engage with us, as well as from partners or third parties we work with; and
- By combining information from different sources, including online and offline data.

2. Categories of Information That We Collect

a. General Categories

While operating our business, we collect a range of personal information. That information includes:

- Identifiers, such as your name, physical address, email address, social media handle, Club Publix and GreenWise Market identifiers, phone number, IP address, device identifiers, signature, government identifiers collected for certain sales and ID verification, and identifiers associated with cookies, pixels or other similar technologies;
- Financial information, such as payment card information;
- Health and insurance information, such as prescription information if you are a customer of our pharmacies;
- Demographics, such as your age and gender;
- Transactional information, such as records of your purchases and orders, products you like, coupons or offers you select, and content you access, download, or view via the Services;
- Internet or other electronic network activity, such as information about how you use, access, or interact with the Services or our emails, including but not limited to information about how you use your mouse, keyboard, and other input devices when accessing the Services; information about your activities on other online services; and information about your browser and device;

- Location information, such as city and state you provide, or location information derived from your device or browser, subject to the settings on your device or browser;
- Records of communications with our customer care teams or digital assistants for training, recordkeeping, fulfillment, and quality assurance purposes;
- Video recordings in public areas for security, safety, asset protection and other operational purposes, such as measuring traffic patterns and protecting and improving our business;
- Survey responses; and
- Inferences regarding your preferences or other characteristics based on the information we collect or obtain from other sources.

Please read below for more information about the information we collect.

b. Information That We Collect from You

You may be able to use some of our Services or conduct in-store business with us without providing any personal information to us. However, in order to take advantage of certain features, offerings, or other functions available in stores or on our Services, you may be asked or required to provide personal information. For example, depending on the feature or service you wish to access, we may ask you to register an account with us, provide identification, or otherwise collect information from you such as your name, address, e-mail address, telephone number, credit card information, household information, demographic information, and/or information about your interests. You can always choose to not provide us with the requested information; however, if you choose to not provide such information, you may not be able to engage in certain in store transactions or access or use certain features or functions of the Services. When you shop in our stores or on our website, we may collect information about the products or services you buy when you use a payment card, the Publix App or enter a number at the register.

To the extent that you provide us with a mobile telephone number you hereby:

- represent that you are the accountholder and subscriber for the mobile telephone number that you provide, or that you have the accountholder and subscriber's permission to receive text messages and/or phone calls at that telephone number;
- agree to receive, and authorize us to deliver or cause to be delivered to you, calls and SMS/text messages for any purpose, including advertising, using an automatic telephone dialing system or an artificial or pre-recorded voice;
- agree to notify us promptly if the mobile telephone number you have provided changes;
- agree to indemnify us in full for all claims, expenses, costs, and damages related to, arising under, or caused by, in whole or in part, your failure to notify us promptly if the phone number

you have provided changes, including but not limited to, all claims, expenses, costs, and damages related to or arising under the Telephone Consumer Protection Act; and

- understand and agree that your agreement to these terms is not required as a condition of purchasing any property, goods, or services and that, based on your plan with your mobile carrier, normal usage rates and fees, including data fees and text message rates, may apply to text messages and/or phone calls delivered by Publix or on Publix's behalf.

c. Information We Collect from Other Sources

We may also receive information about you from other sources, including third parties that help us: update, expand, and analyze our records; identify new customers; collect information on our behalf; and prevent or detect fraud. We may also receive information about you from social media platforms websites and third-party applications, including but not limited to when you interact with us on those platforms, access our social media content, or use your social media login credentials to access our Services. The information we receive from these sources may include, but is not limited to, identifiers, demographics, education information, address information, Internet or other electronic network activity, and inferences about your preferences or other characteristics. The information we will be able to receive will be determined by the privacy settings, policies, and/or procedures of the applicable third-party platform, website or service.

d. Information We Collect Automatically

When you use the Services, we or third-parties may use cookies and similar technologies to collect information about how you access, use, or otherwise interact with the Services, our emails, and online advertising. This information is collected for various reasons, including to help ensure that the Services continue to work correctly, to improve the Services, to support marketing campaigns (including targeted advertising), to understand our customers and how they use the Services, and to offer you a more personalized experience. The information collected may include technical information such as your IP address, the type of device or browser that you use to access the Services, the operating system on your device, the website or other online service that directed you to our Services, the URLs of the websites you visited before visiting our site, numeric identifiers for your mobile device, identifiers for advertising, identifiers generated from secure hash algorithms, session times and durations, how you use your mouse, keyboard, and other input devices to interact with the Services, and the content that you view on the Services. For more information about how this information is collected, please see our Cookies and Other Tracking Technologies section below.

e. Information Collected from Mobile Devices

When you access our Services via a mobile device, Publix or its third-party service providers may collect various information, including the type of mobile device you use, the temporary or persistent device identifier associated with your device, the IP address of your mobile device, the device's operating system, the browser you use to access the Services, information about how you use the Services, and your device's location as described below.

You may be able to use our mobile applications to scan barcodes or take images of products or prescription bottles in order to create shopping lists or conduct transactions. To do so, our mobile applications may request permission to access your camera and photo files. Please note that some features of our mobile applications and/or Services may not be usable or available to you if you do not grant us such permission.

f. Location Information

Our mobile applications and websites may also collect precise information about the location of your device after you permit us to obtain such information from technologies such as Bluetooth beacons, GPS, Wi-Fi signals, or cell tower signals. We may also use technologies to determine if you are shopping in one of our stores by relying on signals transmitted by your mobile devices. We collect this information to provide you with services, content and offers based on your location. For example, we may use our mobile applications to provide you with the location of nearby stores and deals available in those stores. You may be able to enable our Services to notify us when you enter one of our stores so that we can prepare any orders you may have or to let you know about the events and deals available in the store. To opt out of the collection of precise location or presence information, you can adjust the permissions on your mobile device or uninstall our mobile applications. Publix has no control over your device's settings. And adjusting these settings does not completely eliminate the ability of others to develop location information about your device.

g. Protected Health Information

We understand that the privacy and security of your health information is important to you. As noted above, when you shop or interact with our pharmacies, we have procedures in place to protect your health information in accordance with our Publix Pharmacy Notice of Privacy Practices.

h. Information You Give Us About Others

You may give us information about other people, such as the name and address of a gift recipient, or the name and contact information of someone who will pick up items for you at a store. We will only use this information for the specific reason you provide it.

3. Why Do We Collect Your Information

We use the information we collect for purposes allowed by applicable laws, including to:

- fulfill your requests for our products, programs, or services;
- complete and manage purchases, orders, refunds, returns and exchanges;
- respond to your inquiries;
- offer you other products, programs, or services that we believe may be of interest to you;
- achieve the purposes for which you provided the information;
- conduct surveys, research, analysis or market studies;
- operate, evaluate and enhance our products, services, or business operations;
- prevent or detect fraud;
- deliver promotional and marketing communications, special offers, or advertisements you via physical mail and electronically that may be of interest to you, including the delivery of targeted advertisements that are based on your previous online activity on the Services and other third-party services (for example, if you view a page on our website about a particular product, you may receive an online advertisement for that product or a related product on a different area of our Services or on other websites on the Internet you visit);
- create and deliver personalized content, offers, services, and advertising, including personalized content based on the precise location information we collect from mobile devices or the location that we infer from your IP address or other information;
- maintain and administer your Club Publix or GreenWise Markets accounts or other accounts or memberships you may have with us;
- conduct promotional activities, including contests;
- communicate with you regarding your accounts, purchases, or other issues;
- protect the rights or safety of you, us or others; and
- comply with and enforce applicable legal requirements, contractual obligations (including our contractual obligations with you, such as through our Club Publix and GreenWise Markets programs, if applicable, or digital properties' terms of use), relevant industry standards, and our policies.

We may combine the information we collect from you with information that we collect from other sources. We may use and disclose non-personal, non-individual statistics or demographic information in aggregate form without restriction.

4. How We May Disclose Your Information

We may share any of the categories of personal information we collect in the following circumstances:

- We may share information with business partners and advertisers for our marketing and advertising purposes, but we do not monetize your personal information by selling or renting it for monetary compensation to outside parties;
- We may share your personal information to our service providers, who use that information to perform technology, business or other professional functions on our behalf, including but not limited to, hosting our Services, delivering transactional communications, fulfilling orders, and processing payments. We only provide such vendors with information so they can perform their required functions on our behalf;
- We may share anonymized information with third parties once it is altered, combined, or otherwise processed so that it can't reasonably be identified with an individual person;
- We may disclose the information to third parties when we are required to do so by any law, regulation, court order, subpoena, law enforcement, or other regulatory requirement;
- We may disclose the information if we believe that such disclosure is necessary or appropriate to comply with applicable law; operate the Services; protect the rights, property or safety of Publix, other users of the Services, partners, affiliates, sponsors, providers, licensors, merchants, or others; prevent harm or loss; or in connection with an investigation of suspected or actual unlawful activity;
- We may share information with our related subsidiaries and affiliates, subject to the terms of this Policy;
- We may disclose the information in association with any potential or actual sale or other transfer of some or all of our business assets; and
- We may disclose information subject to your consent or as necessary to fulfill the purposes for which the information was collected.

Where appropriate, we will limit sharing of your information in accordance with the choices you have provided us and applicable law.

5. Public Information

If you post comments, pictures, or other content via public forums that may be available on the Services, that information may be publicly available. The information may be searchable by search engines and copied or republished by third parties. We have no control over those third parties. Please think carefully before you post any information via the Services.

6. Your Options Regarding the Information that We Collect

We offer you certain choices about what information we collect from you, how we use and disclose the information, and how we communicate with you. You may choose to:

- Stop receiving marketing or promotional e-mails, direct mail, phone and mobile marketing communications;
- Update and correct the information that you provide to us; or
- Request that we cancel your account or that we no longer use the information you have given us to provide you services.

To exercise your choices, you may:

- Opt-out of receiving marketing or promotional communications by following the directions in a marketing e-mail, direct mail, or mobile communication that you receive from us;
- Log in to your Publix Account at https://www.publix.com/myaccount/ to update your information or change your communications preferences;
- Return to the area of our Services at which you signed up for a particular program and modify your information;
- Call 800-242-1227 with your request and current contact information; or
- Contact us online with your request and current contact information.

If you opt-out using the directions and/or mechanisms provided in a specific type of communication, please be aware that you may only stop receiving that type of communication unless you exercise another option as described herein. Please note that if you request that your information no longer be used to provide you services, Publix or its vendors may retain your information for Publix's business purposes, such as for backups, analysis, records of deletions, legal requirements, and data retention requirements or policies.

Pharmacy customers are entitled under HIPAA to exercise certain rights regarding PHI, such as access to records. For more information, please see the Pharmacy Notice Of Privacy Practices referenced above.

Virginia residents have additional privacy rights under applicable law. See the Virginia Privacy Notice for additional information.

7. Cookies, Tracking Technologies and Interest-Based Advertising

By using the Services, you consent to our use of cookies, web beacons, and similar technologies, including those operated by third parties on our behalf. We use these technologies to receive and store certain types of information when you interact with the Services. The information obtained by using these technologies (including, but not limited to, the pages you visit on our website, which web address you came from, information about the devices and software you use, and the content you view) helps us in various ways, including, but not limited to, to customize your experience, improve the Services, learn what areas of the Services are of most interest to our customers, and troubleshoot any issues. In order

to provide the best experience possible, we also use this information for reporting and analysis purposes.

Most web browsers are set to accept cookies by default, though you can manually disable the cookies feature of your browser. You should review the online documentation relating to your browser or consult with the provider of your browser for instructions on how to disable cookies. Please note that if you disable cookies on your Internet-enabled device, some parts of the Services may not function properly or offer you the same degree of personalization. In addition, you may be able to exercise choices regarding companies such as online network advertisers via certain third-party tools. Read more information about such choices at: http://www.aboutads.info/choices/.
We may also use technologies that let us know whether you viewed certain content, whether you viewed our emails or other electronic communications, and whether the advertising we place on the Services and other websites or mobile applications is effective.

One of the services we use to learn about how you and others use the Services is Google Analytics. You can learn more about how Google uses the information it collects at: https://www.google.com/policies/privacy/partners/.

Our digital properties are not designed to respond to “do not track” requests from browsers. Visit the following website, www.allaboutdnt.org, for more information on this developing area.

You can opt out of interest-based advertising from third-party providers who follow the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising at www.aboutads.info/choices.

8. Third-party Content and Activities

The Services may contain links to content or integrated content (like embedded videos) provided by third parties. The information practices of those third parties may differ from ours. You should consult the privacy policies of any third party that provides content that you access through the Services as we do not control and are not responsible for the information that they collect, use, or share. Because your web browser may obtain integrated content directly from third-party servers, the third parties may be able to collect information as if you had visited their sites directly. Some of the third parties that provide content on our Services or support our business by facilitating online advertising, analytics, or research may use technologies to track your online activities over time and across various websites and other online services.

9. Security

Publix uses administrative, technical, and physical safeguards designed to safeguard the information we collect via the Services. However, no information system can be 100% secure. We cannot guarantee the absolute security of your information. Moreover, we are not responsible for the security of information you transmit or receive via the Services over networks that we do not control, including the Internet and wireless networks. You are responsible for protecting the confidentiality of your username and password(s) and you hereby release Publix from any liability related to your disclosure of your username and/or password(s) to any third party. Publix reserves the right to suspend or terminate your account or to require you to change your username and/or password if Publix believes they are no longer secure. We will make any legally required disclosures in the event of any compromise of personal information. To the extent the law allows us to provide such notification via e-mail or conspicuous posting on the Services, you agree to accept notice in that form.

10. Protecting Children's Privacy

We do not knowingly solicit or collect personal information from children under the age of 13 without parental consent. If you believe that a child under age 13 may have provided us with personal information without parental consent, please contact us.

11. International Data Transfers and Use

Our Services are controlled and operated by us from the United States and are not intended to subject us to the laws or jurisdiction of any state, country or territory other than those of the United States. Any information you provide through use of the Services may be stored and processed, transferred between and accessed from the United States and other countries which may not guarantee the same level of protection of personal information as the one in which you reside. However, we will handle your personal information in accordance with this Policy regardless of where your personal information is stored or accessed.

12. Contacting Us

Please contact us if you have any questions about our Privacy Policy, our privacy practices, or if you would like us to update information or preferences you provided to us.

Media Use Policy

By using the Services, I agree, individually and on behalf of my employer (if any), to Publix's Terms of Use and Privacy Policy. My employer and I (collectively "We") further agree that all content downloaded using the Services, such as photography, audio, video, and other multimedia files (the "Content"), will remain the property of Publix. We will have no right or ownership of the Content, which will be used for editorial purposes only. Any other use of the Content (for example, personal or commercial use) is strictly prohibited.

We will:

- include a credit to "Publix" in any use of the Content.
- use the Content only in news broadcasts, news websites or other news publications, including our affiliated social media accounts, that we own or control, or in other locations Publix specifically approves in writing.
- remove the Content if Publix asks us to do so.

We will not:

- use the Content in any manner that implies sponsorship or endorsement by Publix or otherwise mischaracterizes our relationship with Publix.
- alter the Content in any manner, including by changing the proportion, color, or font, or by adding or removing any element(s) to or from the Content.
- place the Content on any background that interferes with the readability or display of any of Publix's trademarks.
- use the Content to disparage Publix, its products or services, or in a manner that, in Publix's sole discretion, may diminish or otherwise damage or tarnish Publix or Publix's goodwill.
- use the Content in any manner not expressly authorized in this Media Use Policy, including, without limitation, in advertising, on merchandise, or embedded or used within any mobile app or other software implementation.
- use the Content on any website that (a) contains sexually explicit, libelous or defamatory material, (b) depicts violence, (c) promotes discrimination, or employs discriminatory practices, on the basis of race, sex, religion, nationality, disability, sexual orientation, or age; (d) promotes or undertakes illegal activities; (e) includes any trademark of Publix or its affiliates, or a variant or misspelling of a trademark of Publix or its affiliates, in any domain name; (f) otherwise violates intellectual property rights; or (g) Publix notifies us is unsuitable.