

## **CFL Pizza, LLC Mobile Terms & Conditions**

CFL Pizza, LLC, in connection with its operation of Pizza Hut franchises, offers its customers marketing and promotional mobile alerts by text message (the “Service”) to short code 35309. By opting in to the Service, you agree to these Mobile Terms & Conditions and to CFL Pizza, LLC’s Privacy Policy [www.celebrationrg.com/privacypolicy](http://www.celebrationrg.com/privacypolicy).

**IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT AFFECTS YOUR LEGAL RIGHTS, AS DETAILED IN SECTION 10 BELOW. PLEASE READ CAREFULLY.**

CFL Pizza, LLC is headquartered at 1170 Celebration Blvd. 102, Celebration, FL 34747.

### **1. Opting In to the Service**

To opt in to the Service, you must be a U.S. resident at least 18 years old and provide a mobile phone number. By opting in to the Service, you:

- A. Authorize CFL Pizza, LLC to send recurring text messages, which may be automated or AI-generated, to the phone number you used when opting in or use to text us at any time and frequency, regardless of any state or federal time of day restrictions and/or the presence of your phone number on any state or federal Do Not Call list.
- B. Acknowledge that you do not have to agree to receive messages as a condition of purchase.
- C. Confirm that you are (i) the subscriber to the relevant phone number or that you are authorized by the subscriber to opt in and (ii) you are a U.S. resident at least 18 years old.
- D. Agree to opt out using the instructions below before you change your phone number. If you change your phone number without first opting out, you will be responsible for all costs (including attorneys’ fees) and liabilities incurred by us, or any party that assists us in the delivery of the text messages, as a result of claims brought by individual(s) who are later assigned that phone number.
- E. Consent to the use of an electronic record to document your opt-in and consent to receive records electronically regarding these Mobile Conditions & Terms. To withdraw your consent, request a free paper or email copy of your opt-in, or update our records with your contact information, email [privacy@celebrationrg.com](mailto:privacy@celebrationrg.com) or by calling 321-939-2924. To view and retain an electronic copy of these Mobile Conditions & Terms or the rest of your opt-in, you will need (i) a device (such as a computer or mobile phone) with Internet access, and (ii) and either a printer or storage space on such device. For an email copy, you’ll also need an email account you can access from the device, along with a browser or other software

that can display the emails. These Mobile Conditions & Terms will still apply if you withdraw this consent.

## **2. Messages**

Once you opt in to the Service to short code 35309 the timing and frequency of messages may vary. CFL Pizza, LLC reserves the right to alter the frequency of messages sent at any time. You may receive messages about:

- A. Discounts and coupons
- B. Exclusive offers or deals
- C. Product launch announcements
- D. Contests or promotion announcements

## **3. Charges**

Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone's pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data, or other charges incurred (usage, subscription, etc.) as a result of using the Service.

## **4. Opting Out**

Text the word STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE to 35309 or reply STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE to any of the text messages you have received from CFL Pizza, LLC to opt out at any time. You can also contact us at [privacy@celebrationrg.com](mailto:privacy@celebrationrg.com) or 321-939-2924. After opting out, you will receive one additional message confirming that your request has been processed.

These are the exclusive methods for opting out. You acknowledge that our text message platform may not recognize and respond to text message opt-out requests that do not include the STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE keyword commands and agree that CFL Pizza, LLC and its service providers will have no liability for failing to honor requests that do not comply with the requirements in these Mobile Terms & Conditions. If you opt out from one of our text message programs, you may continue to receive text messages from Pizza Hut, LLC through any other programs you have joined until you separately opt out from those programs.

## **5. Disclaimer of Warranty and Limitation of Liability**

The Service is offered on an “as-is basis” and may not be available in all areas, at all times, on all mobile devices, or on all wireless carriers. CFL Pizza, LLC, its service providers, and the wireless carriers are not responsible for any failed, delayed, or misdirected delivery of messages or errors in messages.

CFL Pizza, LLC reserves the right to modify or cancel the Service at any time and for any reason, with or without notice. CFL Pizza, LLC also reserves the right to change the short code, phone number, or RCS agent from which text messages are sent, and we will notify you when we do so.

## **6. Help or Questions**

You can text HELP to 35309 for help at any time. This will provide you with our contact information. You may contact us at [privacy@celebrationrg.com](mailto:privacy@celebrationrg.com) or by calling 321-939-2924.

## **7. Changes to Mobile Terms & Conditions**

We may update these Mobile Terms & Conditions at any time without notice. Any changes will take effect when posted on our website. You agree to review these Mobile Terms & Conditions periodically to ensure that you are aware of any changes. Your continued participation in the Service after the effective date of the changes will constitute your acceptance of those changes. If you do not agree with the changes, you can opt out using the instructions above.

## **8. Applicable Law**

Except as otherwise provided herein, your use of the Service under these Mobile Terms & Conditions is governed by the laws of the State of Florida, without regard to its principles concerning conflicts of laws.

## **9. Severability**

If any term of these Mobile Terms & Conditions is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

## **10. Arbitration and Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**By opting in to the Service, you agree that any dispute or claim relating in any way to your use of the Service will be resolved by binding individual arbitration, rather than in court, except as expressly provided below.**

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., and any other statute, regulation, or legal or equitable theory. You and CFL Pizza, LLC hereby agree that the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (“FAA”) applies to this agreement to arbitrate and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by JAMS. Just as a court would, the arbitrator or arbitrators must be neutral and must honor the terms and limitations in this agreement, and can award damages and relief (including any attorneys’ fees) authorized by law and/or JAM’s Rules. The arbitration decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CFL PIZZA, LLC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.**

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF JAMS WOULD. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. HOWEVER, IF 25 OR MORE SIMILAR DEMANDS FOR ARBITRATION ARE FILED AND THE DEMANDS WOULD OTHERWISE QUALIFY AS A MASS ARBITRATION UNDER JAMS RULES, THE ARBITRATION WILL PROCEED UNDER THE JAMS MASS ARBITRATION PROCEDURES. UNLESS YOU AND CFL PIZZA, LLC AGREE OTHERWISE IN WRITING, IF THE JAMS MASS ARBITRATION PROCEDURES DO NOT APPLY, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY’S CLAIMS WITH ANY OTHER PARTY’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

Prior to initiating any arbitration, you must first provide CFL Pizza, LLC with a written notice of dispute at [privacy@celebrationrg.com](mailto:privacy@celebrationrg.com) that contains: (a) your name and phone number(s); (b) the nature and basis of the claim; (c) the specific relief sought; and (d) your signature. CFL Pizza, LLC will provide you with similar notice. We agree to attempt in good faith to resolve the dispute for at least 30 days before commencing arbitration.

Unless the JAMS Mass Arbitration Procedures apply, if you initiate arbitration against CFL Pizza, LLC, you must pay the minimum consumer arbitration fee set forth in JAMS Consumer Arbitration Minimum Standards, unless waived for indigency, and CFL Pizza, LLC

will pay all other arbitration administrative or filing fees, including the arbitrator and/or other JAMS case management fees. You and CFL Pizza, LLC are each responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration.

The following claims are not subject to this agreement to arbitrate: (a) claims that qualify for resolution in small claims court, provided the claim remains in that forum and is pursued on an individual basis; and (b) claims for infringement or misappropriation of intellectual property rights.

This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

If any term of this Section (**Arbitration and Class Action Waiver**) is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.