

Membership Terms and Conditions - Pullman Perks Membership

1. Membership Eligibility:

Membership is open to individuals aged 18 and above who reside within the service area of Pullman Market and agree to these terms and conditions. By enrolling in the Pullman Perks membership program, you will be automatically subscribed to receive and consent to receiving Pullman Perks related emails, and Pullman Market emails, including marketing emails.

2. Membership Options and Fees:

There are no membership fees associated with joining Pullman Market's Pullman Perks membership program.

3. Membership Benefits:

Members earn reward points for every purchase made at Pullman Market:

1% for every \$1.00 USD spent at the grocery store for produce, merchandise, or any QSR options. (QSR options in Pullman Market are currently: Coffee, Ice Cream; Burger, Ceviche+Tacos, and Rotisserie/Sandwich).

Points are not earned by purchases made at full service restaurants in Pullman Market (Fife & Farro, Isidore, Mezquite; Nicosi).

Additional points may be earned for purchases of select items during designated promotional periods, at the discretion of Pullman Market.

Reward points can be redeemed for discounts on future purchases at Pullman Market as follows: a discount of \$1.00 for every 100 points redeemed off of the applicable retail value of the item. Points may be redeemed at the grocery story or any QSR concept within Pullman Market.

4. Termination of Membership:

A member may terminate their participation in the Pullman Perks program with 30 days notice by sending an email to <u>info@pullmanmkt.com</u>. Pullman Market reserves the right to terminate or suspend a membership if the member violates these terms and conditions or engages in fraudulent activity. Any termination or suspension will be communicated to the member in writing with reasons provided.

6. Privacy Policy:

Pullman Market respects the privacy of its members and complies with all relevant Texas privacy laws. Personal information collected from members will only be used for the purposes outlined in the privacy policy.

7. Modification of Terms:

Pullman Market reserves the right to modify these terms and conditions at any time with reasonable notice provided to members. Members will be notified of any changes via email or through other means of communication.

8. Limitation of Liability:

To the extent permitted by Texas law, Pullman Market limits its liability for any damages, losses, or injuries incurred as a result of membership participation. This limitation does not apply to cases of gross negligence, intentional misconduct, or violations of statutory rights.

9. Dispute Resolution:

Any disputes arising from membership participation will be resolved through arbitration in Bexar County, Texas accordance with the rules of the American Arbitration Association.

10. Governing Law:

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflict of law provisions.

11. Severability:

If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by Texas law.

12. Entire Agreement:

These terms and conditions constitute the entire agreement between the member and Pullman Market regarding membership participation, superseding any prior agreements or understandings.

<u>13. Contact Information:</u>

For questions, concerns, or feedback regarding the membership program, please contact Pullman Market at info@pullmanmkt.com.

By joining the membership program, you agree to abide by these terms and conditions. Pullman Market reserves the right to amend or modify these terms and conditions at any time, with notice provided to members in accordance with Texas law.