

UNDERGROUND CHUCKS SITE TERMS AND CONDITIONS

Last Updated: March 28,2025

Thank you for visiting our website terms and conditions (the "**Terms and Conditions**"). The Terms and Conditions govern your use of www.undergroundchucks.com and any of our associated websites that link to the Terms and Conditions (each, a "**Website**"), the services and resources enabled therein (each a "**Service**" and collectively, the "**Services**"), and each of our branded applications that include links to these Terms and Conditions (each an "**Application**," and together with the Website and Services, the "**Properties**"). These Terms and Conditions are a legal agreement between you and O'Charley's, LLC, dba Underground Chuck's, its subsidiaries and affiliated companies (collectively, "**Underground Chucks**").

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING THE PROPERTIES AND/OR BROWSING A WEBSITE OR DOWNLOADING AN APPLICATION, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH UNDERGROUND CHUCK'S, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS AND CONDITIONS. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE PROPERTIES.**

UNDERGROUND CHUCK'S CAN CHANGE, MODIFY OR ADD OR REMOVE PROVISIONS OF THE TERMS AND CONDITIONS AT ANY TIME BY POSTING A CHANGE NOTICE OR UPDATED TERMS AND CONDITIONS ON THE WEBSITE OR APPLICATION. IF ANY CHANGE, MODIFICATION, ADDITIONAL PROVISION OR REMOVAL OF A PROVISION IS UNACCEPTABLE TO YOU, YOU MUST CEASE USING THE PROPERTIES. YOUR CONTINUED USE OF THE PROPERTIES WILL BE CONCLUSIVELY DEEMED TO INDICATE YOUR ACCEPTANCE OF THE CHANGE. PLEASE REGULARLY CHECK THE WEBSITE OR APPLICATION TO VIEW THE THEN-CURRENT TERMS AND CONDITIONS.

1. Use of the Properties

- a. **Placing Orders.** You can place orders online for pickup from Underground Chuck's stores through the online ordering system operated by olo.com. You can place these orders either as a guest or through an online account that you can create. To create an account, you must provide your first and last name, email address and a proposed password. Once your account is established, you can use that account to place orders. Please note that information you provide when setting up and using your account will be provided to Underground Chucks, olo.com, and potentially other third party service providers, such as Olo Engage, Inc., and will also be subject to olo.com's User Agreement and Privacy Policy, which is available for viewing on the online ordering page, and potentially Olo's Privacy Policy, which is available at: <https://olo.com/privacy-notice>.

- b. **Loyalty and Rewards Programs.** We may work with third parties, such as Olo Engage., to assist us in connection with our loyalty and rewards programs on our Properties. If you join a loyalty or rewards program, you may be able to use your account to access certain information and earn rewards and special offers. As part of these programs, certain account information may be shared with Paytronix or other third party service providers (including, without limitation, your name, email address, payment information and information regarding the purchases you make with us).
- c. **License.** The Properties are protected by copyright laws throughout the world. Subject to your compliance with the Terms and Conditions, Underground Chuck's grants you a limited non-exclusive, non-transferable, revocable license to use, and in the case of an Application to download, install and use a copy of the Application on a mobile device or computer that you own or control and to run such copy of the Application, solely for your own personal, non-commercial purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple iTunes App Store (an "**App Store Sourced Application**"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.
- d. **Updates.** You understand that the Properties are evolving. As a result, Underground Chuck's may require you to accept updates to the Application that you have installed on your computer or mobile device. You acknowledge and agree that Underground Chuck's reserves the right, in its sole discretion, to modify the Properties from time to time, with or without notice. You may need to update third-party software from time to time in order to use or access the Properties.
- e. **Privacy Policy.** Your use of the Properties is also governed by the Underground Chuck's Privacy Policy, which is available at: <https://www.undergroundchucks.com/privacy-policy> (the "**Privacy Policy**"). You agree that we may use your personal information in accordance with the Privacy Policy.

2. **Limitations on Your Use of Properties.**

The rights granted to you in the Terms and Conditions are subject to the following restrictions: (a) you may not attempt, or authorize, encourage, or support others' attempts, to circumvent, reverse engineer, decrypt, break or otherwise alter or interfere with the Properties; (b) you may not copy, distribute, sell, resell, or exploit for any commercial purposes any portion of the Properties, or any products accessible through the Services; (c) you shall not use any manual or automated software, devices or other processes, including, without limitation, spiders, robots, scrapers, data mining tools, and the like, to "scape" or download data from any web pages contained in the Website; (d) you shall not access the Properties to build a competing or similar website, application or service; (e) except as expressly stated herein, no part of the Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (f) you shall not access or use the Properties in any way that violates applicable law.

Any future release, update or other addition to the Properties shall be subject to the Terms and Conditions. Underground Chuck's reserves all rights not granted in the Terms and Conditions. Any unauthorized use of the Properties terminates the licenses granted by Underground Chuck's hereunder.

3. Termination.

If you breach the Terms and Conditions, Underground Chuck's may suspend or terminate your ability to use the Properties immediately, with or without notice to you, in all instances in addition to any remedies otherwise available to it at law or in equity. If you want to terminate the Terms and Conditions, you may do so by (a) ceasing all use of the Properties and (b) closing any applicable account for all Services that you use. Upon termination of the Terms and Conditions, your right to use the Properties automatically terminates. Underground Chuck's will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms and Conditions, which by their nature should survive, shall survive termination of the Terms and Conditions, including without limitation, ownership provisions, warranty disclaimers and limitation of liability.

4. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT USE OF THE PROPERTIES IS AT YOUR OWN RISK. THE PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNDERGROUND CHUCK'S EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT. UNDERGROUND CHUCK'S MAKES NO WARRANTY THAT THE PROPERTIES WILL MEET YOUR REQUIREMENTS, OR THAT THE PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT ANY PRODUCTS YOU OBTAIN THROUGH USE OF THE PROPERTIES IS DONE AT YOUR OWN RISK, AND UNDERGROUND CHUCK'S MAKES NO WARRANTY REGARDING ANY DEALINGS WITH OR TRANSACTIONS ENTERED INTO WITH ANY OTHER PARTIES THROUGH THE PROPERTIES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UNDERGROUND CHUCK'S OR THROUGH THE PROPERTIES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

5. Limitation of Liability.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL UNDERGROUND CHUCK'S OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, FRANCHISEES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR

RELATED TO YOUR USE OF THE PROPERTIES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS PARAGRAPH REFLECT THE ALLOCATION OF RISK SET FORTH IN THE TERMS AND CONDITIONS AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF UNDERGROUND CHUCK'S TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE PROPERTIES, EXCEED TO ONE HUNDRED DOLLARS (\$100).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

6. Indemnification.

You agree to indemnify, defend and hold harmless Underground Chuck's, and each of its agents, employees, franchisees, representatives, licensors, affiliates, officers and directors, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) resulting or arising from any third-party claim in connection with (a) any information you (or anyone accessing the Properties using your account) submit or transmit through the Properties, (b) your use of or access to the Properties, (c) your violation of the Terms and Conditions, (d) your violation of any rights of any third party, or (e) any viruses, trojan horses, worms, time bombs, cancelbots, spyware, or other similar harmful or deleterious programming routines input by you into the Properties.

7. Intellectual Property Ownership.

Except for any content and information you upload to the Properties, you agree that Underground Chuck's own all rights, title and interest in the Properties, including all trademarks, copyrights, and other intellectual property rights relating thereto. All Properties are protected by relevant intellectual property laws. No element of any of the Properties may be modified, reproduced, transmitted, sold, offered for sale, publicly displayed, or redistributed in any way without Underground Chuck's prior written permission. All trademarks, brands, slogans and other indicia of origin ("**Marks**") that appear on or in connection with the Properties are the property of Underground Chuck's and/or its affiliates, licensors and/or licensees. You are not authorized to use any such Marks.

8. App Stores.

You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple iTunes or Google Play app stores ("**App Store**"). You acknowledge that the Terms and Conditions are between you and Underground Chuck's and not with the App Store. Underground Chuck's, not the App Store, is solely responsible for the Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Properties, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and Conditions and will have the right to enforce them.

9. Links to Third Party Sites.

The Website may have links to other websites that are not affiliated with Underground Chuck's (collectively, "**Third Party Websites**"). Those websites will have different terms and privacy policies from the Underground Chuck's Website and you further acknowledge and agree that your use of such Third Party Websites is governed by the respective third party website privacy policy and terms and conditions and/or user guides. Underground Chuck's provides links to the Third Party Websites to you as a convenience, and Underground Chuck's does not verify, make any representations or take responsibility for such Third Party Websites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third Party Websites. YOU AGREE THAT UNDERGROUND CHUCK'S WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD PARTY WEBSITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY. Any reference on the Underground Chuck's Website to any product, service, publication, institution, organization of any third party entity or individual does not constitute or imply Underground Chuck's endorsement or recommendation.

10. Governing Law and Jurisdiction.

The Terms and Conditions are governed by the laws of the state of Massachusetts, without resort to conflict of law provisions. Any legal action or proceeding relating to your access to or use of the Properties or the Terms and Conditions shall be instituted only in the federal and state courts located in Middlesex County, Massachusetts. By accessing or using the

Properties, you consent to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action of proceeding.

11. Waiver.

Any waiver or failure to enforce any provision of the Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12. Severability.

If any provision of the Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms and Conditions will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13. Assignment.

The Terms and Conditions, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Underground Chuck's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

14. Force Majeure.

Underground Chuck's shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

15. Entire Agreement.

The Terms and Conditions are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.