

Pollo Tropical Card Terms & Conditions

Effective May 22, 2024

This Pollo Tropical Card Agreement ("Agreement") is between you and Pollo Operations, Inc. ("we" or "us") and describes the terms and conditions that apply to your Pollo Tropical Card. By buying, loading, or using your Pollo Tropical Card, you agree to these terms.

This Agreement includes an arbitration agreement that governs any disputes between you and us. In arbitration, there is less discovery and appellate review than in court. This arbitration agreement and other provisions will:

- **Eliminate your right to a trial by jury to the extent allowable under applicable law; and**
- **Substantially affect your rights, including preventing you from bringing, joining or participating in class or consolidated proceedings in arbitration and litigation.**

You agree that we may provide notices, disclosures and amendments to this Agreement, and other information relating to your Pollo Tropical Card, by electronic means, including by posting such materials and information online at pollotropical.com/giftcards.

About Your Account

We issue the Pollo Tropical Card to you. It allows you to load a dollar value onto your Pollo Tropical Card for use at participating Pollo Tropical[®] stores. The dollar value that you load onto your Pollo Tropical Card is a prepayment for the goods and services of participating stores. We offer the Pollo Tropical Card to make it easier for you to shop with us and to make your relationship with us more rewarding. Unless otherwise required by law or permitted by this Agreement, the dollar value on your Pollo Tropical Card is nonrefundable and may not be redeemed for cash. The value on your Pollo Tropical Card is not insured by the Federal Deposit Insurance Corporation (FDIC), nor does it earn interest.

Most Pollo Tropical stores accept your Pollo Tropical Card. To find out if a store will accept the Pollo Tropical Card as a payment method, please inquire at that store or call 1-866-769-7696. Any store that lists "Digital Rewards" as one of its amenities is a store that accepts the Pollo Tropical Card.

Eligibility

Pollo Tropical Cards are not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only use Pollo Tropical Cards under the supervision of a parent or legal guardian who agrees to be bound by this Agreement.

When you register your Pollo Tropical Cards with the My Pollo Rewards Program, the My Pollo Rewards Program terms of use which can be found at [My Pollo Rewards Terms & Conditions](#) will also apply.

Loading Value on Your Card

You can load value on your Pollo Tropical Card by visiting any participating store, going online to [pollotropical.com](#), or by calling 1-866-769-7696. There may be a delay from the time you pay the amount to be loaded onto your Pollo Tropical Card and those funds being available for use.

You may not have more than \$500 in value on any of your Pollo Tropical Cards at any time, and no more than \$2,000 may be associated with any one Pollo Tropical Card in a single day. This means that the activity on any one of your Pollo Tropical Cards cannot exceed \$2,000 over the course of a day. The total value you may load onto all of your Pollo Tropical Cards, together with the value of any new Pollo Tropical Cards that you may purchase, may not exceed \$10,000 on any given day. There is a minimum amount that you may load on any Pollo Tropical Card at any given time, and that amount is typically \$5. We may change any of these amounts at any time without notice to you.

If you use a credit or debit card to purchase or reload your Pollo Tropical Card, prior to charging your credit or debit card, an authorization process will occur for the amount of your purchase or reload transaction ("Transaction"). The authorization process will validate the credit or debit card number, status, available credit or funds and billing information to ensure that it matches what the bank or card company has on file. Your bank or Pollo Tropical may attempt to contact you for additional information prior to authorizing the Transaction amount.

For credit cards, once an authorization is received, you may notice a decrease in your available credit line. Your bank may hold this dollar amount from your credit line or available balance for a short period of time determined by the policy of your bank before your Transaction is fulfilled. For debit cards, your bank may pre-authorize a charge to your deposit or checking account and place a temporary hold on the funds before your Transaction is fulfilled. Regardless of whether you use a credit or debit card, your card will be charged only upon fulfillment of your Transaction. If your Transaction is cancelled, Pollo Tropical will request an authorization reversal on your behalf. Reversal times may vary. We recommend contacting your bank or credit card company to learn about their authorization and authorization reversal policies.

All amounts loaded onto your Pollo Tropical Card are denominated in U.S. dollars.

You can reload your Pollo Tropical Card in-store or, to make reloading your Pollo Tropical Card easier, you can link a payment method to your Pollo Tropical account (which you can access at [pollotropical.com](#) and reload either manually online when you choose or set up auto-reload. With automatic reload, you simply set the reload date or the balance at which you want to reload your Pollo Tropical Card and provide us with payment information. We will send you an email confirming the automatic reload Transaction terms and bill your credit card or debit card according to the schedule and amount you have selected. We will also send you an email after each reload to let you

know your Pollo Tropical Card has been reloaded. You can change your reload preferences at any time, but changes may take up to twenty-four (24) hours to go into effect.

To discontinue the automatic reload feature, you must log-in to your Pollo Tropical account at pollotropical.com/rewards or call 1-866-769-7696 at least twenty-four (24) hours before the next scheduled reload. Once the dollar value is loaded, the Transaction cannot be reversed.

Use of Pollo Tropical Cards by Businesses

There are unique requirements and restrictions on the use of Pollo Tropical Cards by businesses such as the prohibitions against reselling Pollo Tropical Cards and using Pollo Tropical Cards to solicit new customers.

Pollo Tropical eGift Card

The Pollo Tropical eGift Card (also known as an "eGift") program allows you to purchase and send a virtual Pollo Tropical Card via email. You may choose the design and dollar value (within certain limits) and complete your purchase using a credit card, debit card, or certain other electronic payment methods. You may choose when to have your eGift delivered the same day, provided that your form of payment is approved. You authorize us to charge your credit card, debit card or other chosen electronic payment method at the time you purchase your eGift regardless of the date you choose for delivery.

On the requested delivery date, we will send the recipient of your eGift an email notifying them that they have received an eGift from you. The recipient will have the option of adding the eGift to their Pollo Tropical account, transferring the balance onto an existing Pollo Tropical Card or printing out the eGift and bringing it into a Pollo Tropical store to make a purchase. The recipient will also have the option to register the eGift for use with Pollo Tropical mobile applications. We will also send you an email confirming receipt of your eGift when the recipient opens the eGift email. An eGift is like any other Pollo Tropical Card and should be treated like cash by the recipient.

Each eGift has a unique Pollo Tropical Card number associated with it no matter how many times the email is printed out. We will only give refunds for unused eGifts with the original receipt.

If you have any questions or concerns about the status of an eGift, please go online to Pollotropical.com/contact or contact us pollotropical.com/contact or call 1-866-7696.

Promotional Programs

From time to time, we may in our sole discretion, run promotional programs associated with the Pollo Tropical Card program ("Promotion(s)"). Such Promotions are subject to these terms, as well as additional terms as indicated in connection with the Promotions. We reserve the right to modify

the terms and conditions of any Promotion at any time, including and up to terminating the Promotion.

Fees and Expiration of Card Balances

We do not charge any activation, service, dormancy or inactivity fees in connection with your Pollo Tropical Card. Your Pollo Tropical Card has no expiration date nor does the value on your Pollo Tropical Card ever expire.

Pollo Tropical Cards That Are Also Merchandise

Some Pollo Tropical Cards are also merchandise or are bundled with merchandise, such that the purchase price of the bundled item is equal to the dollar value loaded onto the Pollo Tropical Card plus the retail value of the merchandise component. Although the Pollo Tropical Card component and the merchandise component must be purchased together for such items, to the extent that the components are separable, we may in our sole discretion allow returns of the merchandise component if you choose to keep only the Pollo Tropical Card. In cases where the merchandise component is inseparable from the Pollo Tropical Card, we may in our sole discretion allow you to return the item by issuing you a refund for the value of the merchandise component and a replacement Pollo Tropical Card loaded with the original value of the Pollo Tropical Card component. In either case, the requirements for returning the merchandise component are the same as the requirements for returns of other merchandise unless otherwise specified by us during your purchase of that merchandise.

Receipts and Transaction History

When you use your Pollo Tropical Card, we will provide a receipt if you request one. The receipt will indicate that the purchase was made using a Pollo Tropical Card and will provide the remaining balance of your Pollo Tropical Card. Please check your online Transaction history regularly to ensure that your Transaction history and account balance are correct. You can check the balance of your Pollo Tropical Card at [Pollo Tropical Rewards](#) review recent Transactions on your Pollo Tropical Card. The account balance for a Pollo Tropical Card also will appear on your receipt from a point-of-sale register. We will not send you statements of activity on your Pollo Tropical Card.

Billing Errors, Corrections

We will correct the balance of your Pollo Tropical Card if we believe that a clerical, billing, or accounting error occurred. If you have questions regarding your Transaction history or any correction, or if you wish to dispute any Transaction or correction that has been applied to your Pollo Tropical Card, please call Customer Service at 1-866-769-7696. Assuming you provide sufficient details, we will review your claim and tell you what we find. We will correct any error promptly after we finish our review. If we do not find any error, we will explain what we found. We have no obligation to review or correct any billing error unless you provide us sufficient notice for us to review your claim within sixty (60) days of the date of the Transaction in question.

Fraud Associated with Your Pollo Tropical Card or Card Balance

We will not accept any Pollo Tropical Card or will limit use of any Pollo Tropical Card or Pollo Tropical Card balance, if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful, and we consider such action appropriate to limit our risk. Pollo Tropical does not control who may sell preloaded Pollo Tropical Cards, nor can we control the price or preloaded denominations offered by independent sellers. Consequently, Pollo Tropical has no liability to you for any third-party fraud or unlawful activity associated with any Pollo Tropical Card balance. If Pollo Tropical discovers any Pollo Tropical Card or Pollo Tropical Card balance was sourced or derived from fraud or other unlawful means, we may in our sole discretion, cancel all impacted Pollo Tropical Cards and retain all related Pollo Tropical Card balances without notice to you. We may use retained Pollo Tropical Card balances to help offset our liability to card companies, networks and issuers of lost or stolen credit and debit cards used to purchase or load Pollo Tropical Cards.

Registration, Liability for Unauthorized Transactions

When purchasing a Pollo Tropical Card (in store or online), you agree that you will: (i) provide complete and accurate information about yourself; and (ii) update such information if it changes. If you do not provide or update such information, or if we have reasonable grounds to suspect that you have not provided or updated such information, we shall have the right, in our sole and absolute discretion, to disable your Pollo Tropical Card. If you believe your Pollo Tropical Card has been disabled in error, please call 1-866-769-7696. You are responsible for: (a) the accuracy of all information that you provide to us; and (b) maintaining the confidentiality and security of your Pollo Tropical Card information. All of your Pollo Tropical Cards can be activated and registered for use in your Pollo Tropical® Rewards account, but you may only maintain one (1) such account at any time.

You should treat your Pollo Tropical Card like cash and not disclose your Pollo Tropical Card information to anyone. If your Pollo Tropical Card or Pollo Tropical Card information is lost or stolen, anyone who obtains possession of either may use your Card. You are responsible for all transactions on your Pollo Tropical Card, including unauthorized transactions. However, if your Pollo Tropical Card is lost, stolen or destroyed, your Pollo Tropical Card can be replaced with the balance remaining on it at the time you contact us, but only if you have previously registered it with us.

If your registered Pollo Tropical Card becomes lost, stolen, or damaged, report it as soon as possible either online through your Pollo Tropical account at [pollotropical.com/rewards](https://www.pollotropical.com/rewards), or by calling 1-866-769-7696. Your registered Pollo Tropical Card balance is protected from the time you notify us. We will freeze the remaining balance on your Pollo Tropical Card at the time you notify us and will load that remaining balance on a replacement Pollo Tropical Card.

PrivacyStatement

Please read Pollo Tropical Privacy Policy at <https://www.pollotropical.com/privacy> carefully to understand how Pollo Tropical collects, uses, and discloses information about customers, how to update or change your personal information, and how we communicate with you.

Subscribers can opt-in for SMS messages from Pollo Tropical as a part of the loyalty registration process at <https://www.pollotropical.com/rewards>. By doing so, you agree to receive automated promotional and personalized marketing text messages from Pollo Tropical to the mobile phone number you provided when signing up. Messages may pertain to promotional programs, new menu items, etc. Messages for this program will be sent from 58284 and begin with Pollo Rewards. Consent to receive automated marketing messages is not a condition of any purchase. Message frequency varies. Message and Data rates may apply.

To opt-out of the text messaging program, text the keyword STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to our 58284 to cancel. After texting STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to our 58284. You will receive one additional message confirming that your request has been processed. For more information, text the keyword HELP to our 58284 for customer care information. You can also contact us at customercontact@pollotropical.com, (866) 769-7696 or <https://www.pollotropical.com/contact> for additional assistance.

Changes to This Agreement

We may amend this Agreement at any time. We will post the amended Agreement to our website at pollotropical.com and for a period of thirty (30) days after we post the amended Agreement, we will also post a notice on our website stating that the terms of this Agreement have changed. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised Agreement to our website. Unless we state otherwise, the change, addition, or deletion will apply to your future and existing Pollo Tropical Cards. You are deemed to accept the changes, additions or deletions if: (1) you do not notify us to the contrary in writing within 20 days of the date of our notice or such other time specified in the notice; or (2) you use any of your Pollo Tropical Cards after such notice period. If you notify us that you do not accept the changes, additions or deletions, we will cancel your Pollo Tropical Cards and refund any remaining balance to you.

Cancellation of This Agreement

We may suspend or terminate this Agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from your fraudulent or unauthorized use of the Pollo Tropical Card including your failure to provide valid information. For example, transferring balances between different Pollo Tropical Cards solely for the purpose of obtaining cash back is an unauthorized use of the Pollo Tropical Card and if we deem it appropriate to limit our losses, we will cancel any such Pollo Tropical Card and retain any balances associated with those Pollo Tropical Cards. If we terminate this Agreement without cause, we will refund or issue store credits equal to the balance on your cancelled Pollo Tropical Card(s), less any amounts that you may owe us.

Dispute Resolution (including Arbitration Agreement; Class Action Waiver; Jury Trial Waiver)

Please read this section carefully. It affects your legal rights. It provides for resolution of most disputes through individual arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This section also contains a jury trial waiver and a waiver of any and all rights to proceed in a class, collective, consolidated, private attorney general or representative action in arbitration, or litigation to the fullest extent allowable by applicable law.

Arbitration Agreement

Binding Arbitration. This provision is intended to be interpreted broadly. Any dispute or claim arising out of or relating to this Agreement, your use of the Pollo Tropical Card, or your relationship with Pollo Tropical or any past, present, or future subsidiary, parent or affiliate company or companies, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, (“Dispute”) will be resolved through binding individual arbitration, except that either of us may take a Dispute to small claims court so long as it isn’t removed or appealed to a court of general jurisdiction. Dispute shall include, but not be limited to: (a) any dispute or claim that arose before the existence of this or any prior Agreement (including, but not limited to, claims relating to advertising); (b) any dispute or claim that is currently the subject of purported class action litigation in which you are not a member of a certified class; and (c) any dispute or claim that may arise after termination of this Agreement. Dispute, however, does not include disagreements or claims concerning patents, copyrights, trademarks, and trade secrets and claims of piracy or unauthorized use of intellectual property. The arbitrator shall decide all issues except the following (which are for a court of competent jurisdiction to decide): (a) issues that are reserved for a court in this Agreement; (b) issues that relate to the scope, validity, and enforceability of the arbitration agreement, class action waiver, or any of the provisions of this Dispute Resolution section; and (c) issues that relate to the arbitrability of any Dispute. This Agreement and this arbitration agreement do not prevent you from bringing a Dispute to the attention of any government agency. You and we agree that this Agreement evidences a transaction in interstate commerce and that this arbitration agreement will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law.

Mandatory Informal Dispute Resolution Process. You and we agree to work together in an effort to informally resolve any Dispute between us. The party initiating the Dispute must send the other a written notice of the Dispute that includes all of this information: (a) information sufficient to identify any transaction and account at issue; (b) contact information (including name, address, telephone number, and email address); and (c) a detailed description of the nature and basis of the Dispute and the relief sought, including a calculation for it. The notice must be personally signed by the party initiating the Dispute (and their counsel, if represented). If you have the Dispute with us, you must send this notice to our Customer Service department using the appropriate link at pollo If we have a Dispute with you, we will send this notice to the most recent contact information we have for you. For a period of sixty (60) days from receipt of a completed notice (which can be extended by agreement of the parties), you and we agree to negotiate in good faith in an effort to informally resolve the Dispute. The party receiving the notice may request a telephone settlement conference to aid in the resolution of the Dispute. If such a conference is requested, you and a Pollo Tropical representative will personally attend (with counsel, if represented). The conference will be scheduled

for a mutually convenient time, which may be outside of the 60-day period. Completion of this Mandatory Informal Dispute Resolution Process (“Process”) is a condition precedent to initiating a claim in arbitration. If the sufficiency of a notice or compliance with this Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party’s election, and any arbitration shall be stayed. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with this Process in arbitration. All applicable limitations periods (including statutes of limitations) will be tolled from the date of receipt of a completed notice through the conclusion of this Process. You or we may commence arbitration if the Dispute is not resolved through this Process.

Arbitration Procedures. The arbitration of any Dispute shall be administered by and conducted in accordance with the rules of the American Arbitration Association (“AAA”), including the AAA’s Consumer Arbitration Rules (as applicable)(“AAA Rules”), as modified by this arbitration agreement. The AAA Rules are available online at www.adr.org/. You and we understand and agree that the AAA’s administrative determination that this arbitration agreement comports with the Consumer Due Process Protocols is final and that neither a court nor an arbitrator has the authority to revisit it. If the AAA is unavailable or unwilling to administer the arbitration consistent with this arbitration agreement, the parties shall agree on an administrator that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction to appoint an administrator that will do so.

- An arbitration demand must be accompanied by a certification of compliance with the Process and be personally signed by the party initiating arbitration (and counsel, if represented). By submitting an arbitration demand, the party and counsel represent that, as in court, that they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel. You may choose to have the arbitration conducted by a phone, video, or in-person hearing, or through written submissions, except any Dispute seeking \$25,000 or more, or injunctive relief, shall have an in-person or video hearing unless the parties agree otherwise. You and we reserve the right to request a hearing in any matter from the arbitrator. You and a Pollo Tropical representative will personally appear at any hearing (with counsel, if represented). Any in-person hearing will be held in the county or parish in which you reside or at another mutually agreed location. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the fullest extent allowable by applicable law, you and we agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Further, unless both you and we agree otherwise, an arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. An arbitrator must follow and enforce this Agreement as a court would. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief

and class, collective, consolidated, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such a claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated.

- The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been satisfied may not be entered. An award shall have no preclusive effect in any other arbitration or proceeding in which you are not a named party.

Costs of Arbitration. Payment of arbitration fees will be governed by the AAA Rules and fee schedule. You and we agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or we may elect to engage with the AAA regarding arbitration fees, and you and we agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.

Additional Procedures for Multiple Case Filings. You and we agree that these Additional Procedures for Multiple Case Filings (in addition to the other provisions of this arbitration agreement) shall apply if you choose to participate in a Multiple Case Filing. If 25 or more similar Disputes (including yours) are asserted against Pollo Tropical by the same or coordinated counsel or are otherwise coordinated (“Multiple Case Filing”), the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties’ and the AAA’s resources.

If your claim is part of a Multiple Case Filing, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your Dispute is first submitted to the AAA until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

STAGE ONE: If at least 100 Disputes are submitted as part of the Multiple Case Filing, counsel for the claimants and counsel for Pollo Tropical shall each select 50 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually in Stage One). Each of the 100 (or fewer) cases shall be assigned to a different arbitrator and proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this initial set of proceedings, counsel for the parties shall participate in a global mediation session with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes

(as informed by the adjudications of cases in Stage One), and Pollo Tropical shall pay the mediator's fee.

STAGE TWO: If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for Pollo Tropical shall each select 100 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be increased by agreement of counsel for the parties (and if there are fewer than 200 Disputes, all shall proceed individually in Stage Two). No more than five cases may be assigned to a single arbitrator to proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, the parties shall engage in a global mediation session of all remaining Disputes with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two), and Pollo Tropical shall pay the mediator's fee.

Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of this Agreement. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Multiple Case Filings, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees.

The Additional Procedures for Multiple Case Filings provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Multiple Case Filings apply to your Dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of this Agreement.

Future Changes to Arbitration Agreement. If we make any future changes to this arbitration agreement (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice to the following address within 30 days of the change:

Pollo Operations, Inc.
7255 Corporate Center Drive, Suite C
Miami, Florida 33126
Attention: Legal Department

Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and Pollo Tropical in accordance with this version of the arbitration agreement.

Class Action Waiver and Jury Trial Waiver. You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. You and we agree to waive any right to bring or to participate in such an action in arbitration or in court to the fullest extent allowable by applicable law. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement. To the fullest extent allowable by applicable law, you and we waive the right to a jury trial.

Governing Law and Jurisdiction

This Agreement is governed by the laws of the state of Florida, without regard to its conflict of laws rules. If the arbitration agreement is ever deemed unenforceable or void, or a Dispute between the parties is not subject to arbitration, you irrevocably consent to the exclusive jurisdiction of the federal and state courts in Miami-Dade County, Florida, for purposes of any legal action arising out of or related to this Agreement, and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to: (a) inconvenient forum or (b) any other basis or any right to seek to transfer or change venue of any such action to another court.

Disclaimers and Limits of Liability

Pollo Tropical and its affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to the Pollo Tropical Card, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Pollo Tropical does not represent or warrant that your Pollo Tropical Cards will always be accessible or accepted.

In the event that Pollo Tropical or its affiliates are found liable to you, you shall only be entitled to recover actual and direct damages and such damages shall not exceed the last balance held on your Pollo Tropical Card. Pollo Tropical and its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use), or any punitive or exemplary damages arising out of or in any way connected with this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall Pollo Tropical or its affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a Pollo Tropical Card through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

The laws of certain states or other jurisdictions do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

Assignment

We may assign all or part of this Agreement without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent and any attempted assignment will be void.

Entire Agreement, Construction

This Agreement is the complete and exclusive statement of agreement between you and Pollo Tropical, and supersedes and merges all prior proposals and all other agreements governing your Pollo Tropical Card (not including Pollo Tropical Privacy Policy the Pollo Tropical.com Terms of Use [Privacy Policy](#) or the My Pollo Rewards Program Terms of Use [My Pollo Rewards Terms & Conditions](#), as applicable). Except as otherwise provided herein, if any provision of this Agreement, shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, the following sections shall survive termination of this Agreement: (a) Disclaimers and Limits of Liability; (b) Dispute Resolution (including Arbitration Agreement; Class Action Waiver; Jury Trial Waiver); and (c) Governing Law and Jurisdiction.

Inquiries or Questions

If you have any questions regarding this Agreement or your Pollo Tropical Card, please visit our website at pollotropical.com or call us at 1-866-769-7696.