

**SETTLEMENT AGREEMENT BETWEEN**

**THE UNITED STATES OF AMERICA**

**AND**

**AHOLD U.S.A., INC. AND**

**PEAPOD, LLC.**

**(PEAPOD, LLC IS OWNER AND OPERATOR OF www.peapod.com)**

**UNDER THE AMERICANS WITH DISABILITIES ACT**

**DJ 202-63-169**

**BACKGROUND**

1. The parties to this Settlement Agreement (“Agreement”) are the United States of America (“United States”), Ahold U.S.A., Inc., (“Ahold”) and Peapod, LLC (“Peapod” and collectively with Ahold and the United States, the “Parties”). Ahold is the parent company of Peapod, LLC. Peapod shall comply, and Ahold will cause Peapod to comply, with the obligations contained in this Agreement. This Agreement applies and the scope is limited to www.peapod.com and its mobile applications.
2. Peapod owns and/or operates www.peapod.com and its mobile applications, which are available through the Internet to personal computers, laptops, mobile devices, tablets, and other similar devices, and provides the ability to remotely and independently browse, shop, and purchase groceries for home delivery.
3. The United States initiated a compliance review under Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12181-12189, to determine whether individuals with disabilities have full and equal enjoyment of the goods, services,

facilities, privileges, advantages, and accommodations offered by Peapod through its website, [www.peapod.com](http://www.peapod.com), and its mobile applications.

4. Following the compliance review, the United States determined that [www.peapod.com](http://www.peapod.com) is not accessible to some individuals with disabilities, including individuals who are blind or have low vision, individuals who are deaf or hard of hearing, and individuals who have physical disabilities affecting manual dexterity (such as those limiting the ability to use a mouse), in violation of Title III of the ADA. For example, individuals who are blind or have low vision and use screen reader software cannot fully participate in and benefit from the various goods, services, privileges, advantages, and accommodations provided through [www.peapod.com](http://www.peapod.com) because (1) images, buttons, and form fields are unlabeled or have inaccurate alternative text; (2) pop-up modal windows are not reported to screen readers; (3) frames are not named or identified; (4) tables are missing header information and proper mark-ups; and (5) boldface type is used to show which fields are required. Individuals who are deaf or hard of hearing cannot understand videos presented on the website because the captioning is inaccurate; and individuals who have physical disabilities that affect manual dexterity face barriers on the website because Java script throughout the website is not available to users who cannot use a mouse. Because of such barriers, individuals with disabilities are unable to fully and equally access [www.peapod.com](http://www.peapod.com) for online grocery shopping.
5. Ahold and Peapod dispute the findings set forth above and deny that [www.peapod.com](http://www.peapod.com) is in violation of Title III of the ADA. Since its inception in 1989, Peapod has been committed to providing accessibility to individuals with disabilities and has taken affirmative steps to provide accessible features on its website. Since 1993, Peapod has

provided a screen reader accessible version of its website. In addition, Peapod has provided technical assistance to customers with disabilities who have difficulty using [www.peapod.com](http://www.peapod.com). Where technical assistance does not resolve the underlying issue, Peapod takes customer orders by telephone at no additional charge and fulfills those orders within the same timeframe applicable to orders made directly online. Consistent with its longstanding commitment to accessibility, Peapod voluntarily enters into this Agreement.

6. Title III of the ADA, 42 U.S.C. §§ 12181-12189, and the relevant regulation implementing Title III, 28 C.F.R. pt. 36, prohibit discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation by any private entity that owns, leases (or leases to), or operates a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).

### **TITLE III COVERAGE**

7. Peapod is a private entity; it owns and/or operates [www.peapod.com](http://www.peapod.com), a website that is available through the Internet to personal computers, laptops, mobile devices, tablets, and other similar technology across the United States and which is a sales and service establishment whose operations affect commerce. 42 U.S.C. §§ 12181(7), 12182(a); 28 C.F.R. §§ 36.104, 36.201(a). Peapod is a public accommodation subject to Title III of the ADA. 42 U.S.C. § 12181(7); 28 C.F.R. § 36.104.
8. The Attorney General is authorized to conduct periodic reviews of covered entities' compliance with Title III of the ADA, 42 U.S.C. § 12188(b)(1)(A)(i), 28 C.F.R. § 36.502(c).

9. The Attorney General is also authorized to bring a civil action on behalf of the United States in federal court if the Attorney General has reasonable cause to believe that any person or group of persons is engaged in a pattern or practice of discrimination or any person with a disability or group of persons with disabilities has been discriminated against and such discrimination raises an issue of general public importance, 42 U.S.C. § 12188(b)(1)(B).
10. The Parties agree that it is in their best interests, and the United States believes that it is in the public interest, to voluntarily enter into this Agreement. Peapod expressly denies that it has violated Title III of the ADA, and by entering into this Agreement, does not admit any wrongdoing. The Parties agree as follows:

**GENERAL NONDISCRIMINATION REQUIREMENTS**

11. Pursuant to Title III of the ADA and its implementing regulation, Peapod:
- a. Shall not discriminate on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations provided through [www.peapod.com](http://www.peapod.com) and its mobile applications. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201;
  - b. Shall not deny individuals with disabilities the opportunity to participate in and benefit from the goods, services, facilities, privileges, advantages, and accommodations provided through [www.peapod.com](http://www.peapod.com) and its mobile applications. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a);
  - c. Shall not provide individuals with disabilities an unequal opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, and accommodations provided through [www.peapod.com](http://www.peapod.com) and its mobile applications. 42 U.S.C. § 12182(b)(1)(A)(ii); 28 C.F.R. § 36.202(b);

- d. Shall take the necessary steps to ensure that individuals with disabilities are not excluded, denied services, segregated, or otherwise treated differently because of the absence of auxiliary aids and services, unless Peapod can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations being offered or would result in an undue burden. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303; and
- e. Shall not utilize standards or criteria or methods of administration that have the effect of discriminating on the basis of disability, or perpetuate the discrimination of others who are subject to common administrative control. 42 U.S.C. § 12182(b)(1)(D); 28 C.F.R. § 36.204.

**COMPLIANCE WITH TITLE III OF THE ADA**

12. **Website and Mobile Applications Accessibility Conformance:** Peapod shall ensure full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations provided by and through [www.peapod.com](http://www.peapod.com) and its mobile applications according to the following timeline and requirements:

- a. By March 31, 2015, (the “Mobile Applications Conformance Date”), Peapod shall ensure that its mobile applications conform to WCAG 2.0 AA.
- b. By September 30, 2015, (the “Website Conformance Date”), Peapod shall ensure that [www.peapod.com](http://www.peapod.com) conforms to WCAG 2.0 AA. The Website Conformance Date and the Mobile Applications Conformance Date shall together be referred to as the “Conformance Dates” in this Agreement.
- c. After the Mobile Applications Conformance Date and the Website Conformance Date, as applicable, whenever a substantial proposed addition, update, or change

to [www.peapod.com](http://www.peapod.com) or its mobile applications is made available to any group of Peapod users or customers (e.g., “Beta testing”), Peapod shall not release for public viewing or use those additions, updates, or changes until it has determined through automated and user testing that those proposed additions, updates, or changes conform to WCAG 2.0 AA and will not cause [www.peapod.com](http://www.peapod.com) or Peapod’s mobile applications to fall out of conformance with WCAG 2.0 AA. This requirement applies to existing and new content on [www.peapod.com](http://www.peapod.com) and its mobile applications following the applicable Conformance Dates.

- d. The requirements set forth in Paragraphs (a) through (c) do not apply to advertisements provided by third parties or websites not owned or controlled by Peapod that are linked to [www.peapod.com](http://www.peapod.com) unless the website at the link provides a function that is necessary to complete a transaction on [www.peapod.com](http://www.peapod.com) (e.g., payment, registration, or log-in).
- e. Third-Party Content.
  - (i) Following the Effective Date of this Agreement, and for the term of this Agreement, for each new, renewed, or renegotiated contract with a vendor of Third-Party Content, Peapod shall seek a commitment from the vendor to provide content in a format that conforms to WCAG 2.0 AA or can be made to conform by Peapod to WCAG 2.0 AA. If during this contracting process Peapod issues a request for proposal for development or inclusion of Third-Party Content on its mobile applications or [www.peapod.com](http://www.peapod.com), Peapod shall include conformance with WCAG 2.0 AA as a criterion. For Third-Party Content that is not subject to a written contract, Peapod shall seek out such content that conforms to WCAG 2.0

AA, which may include discussions with vendors to provide content in a format that conforms to WCAG 2.0 AA or can be made to conform by Peapod to WCAG 2.0 AA.

(ii) If, after following the process set forth above, Peapod is unable to obtain Third-Party Content that conforms to WCAG 2.0 AA, it shall demonstrate through its reporting to the United States, under Paragraph 21, that obtaining or providing conforming Third-Party Content would fundamentally alter the nature of its goods and services or would result in an undue burden.

f. If the Department promulgates a final ADA Title III regulation setting out a website accessibility technical standard during the term of this Agreement, then the Parties shall meet and confer at the request of either party to discuss whether any modification to the terms of this Agreement regarding the technical standard is necessary to be consistent with the promulgated regulation and shall modify this Agreement accordingly.

13. **Website Accessibility Coordinator:** Within ninety (90) days of the Effective Date of this Agreement, Peapod shall designate an employee, who shall report directly to a Peapod, LLC executive, as the Website Accessibility Coordinator for [www.peapod.com](http://www.peapod.com) and its mobile applications. Peapod shall provide the name of and contact information for that person to the United States. The Website Accessibility Coordinator shall be:

- a. Knowledgeable with the requirements of Title III of the ADA, the WCAG 2.0, and website accessibility generally; and
- b. Responsible for coordinating Peapod's compliance with the requirements of this Agreement.

14. **Website and Mobile Application Accessibility Policy**: Within ninety (90) days of the Effective Date of this Agreement, Peapod shall:
- a. Adopt and implement the Website and Mobile Application Accessibility Policy, located at Exhibit A;
  - b. Distribute the Website and Mobile Application Accessibility Policy to all website content personnel, technical support, and customer service representatives for [www.peapod.com](http://www.peapod.com) and its mobile applications;
  - c. Provide, for the term of this Agreement, a copy of the Policy to each new employee or contractor whose responsibilities include website content or technical support; and
  - d. Redistribute the Website and Mobile Application Accessibility Policy annually to all employees and contractors responsible for website content or technical support.
15. **Website and Mobile Application Accessibility Feedback**: Within ninety (90) days after the Effective Date of this Agreement, Peapod shall provide a notice, prominently and directly linked from the [www.peapod.com](http://www.peapod.com) homepage, with a statement of Peapod's policy to ensure that persons with disabilities have full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of Peapod through [www.peapod.com](http://www.peapod.com) and its mobile applications. The notice shall include a toll-free telephone number where customers with disabilities who are experiencing technical difficulties with the website or mobile applications can call for assistance. The notice will also solicit feedback from visitors to [www.peapod.com](http://www.peapod.com) and its mobile applications on how website accessibility can be improved. The notice shall provide several methods



to provide feedback, including an email address and a toll-free phone number to contact representatives knowledgeable about the Website and Mobile Application Accessibility Policy.

16. **Modification of Bug Fix Priority Policies:** By the Mobile Applications Conformance Date and the Website Conformance Date, respectively, Peapod shall modify existing bug fix policies, practices, and procedures to include the elimination of bugs that create accessibility barriers, including those that create nonconformance with WCAG 2.0 AA, to [www.peapod.com](http://www.peapod.com) and its mobile applications (“Modified Bug Fix Priority Policies”). The Modified Bug Fix Priority Policies shall ensure that any bugs that create accessibility barriers to [www.peapod.com](http://www.peapod.com) and its mobile applications are remedied with the same level of priority (e.g., speed, resources used to remediate) as any other equivalent loss of function for individuals without disabilities. Peapod shall provide the Modified Bug Fix Priority Policies for review and comment by the United States no later than ten (10) business days before implementing those policies.
17. **Automated Website and Mobile Application Accessibility Testing:** By the Mobile Application and Website Conformance Dates, respectively, Peapod shall obtain an automated accessibility testing tool acceptable to the United States and shall evaluate conformance of [www.peapod.com](http://www.peapod.com) and its mobile applications with WCAG 2.0 AA. Peapod shall conduct automated accessibility tests of [www.peapod.com](http://www.peapod.com) and its mobile applications at least once every six months after the Mobile Application and Website Conformance Dates for the term of this Agreement to identify any instances where [www.peapod.com](http://www.peapod.com) and its mobile application is no longer in conformance with WCAG

2.0 AA. Peapod shall transmit the results of such tests to the United States pursuant to its reporting obligations in Paragraph 22.

18. **Website and Mobile Application Accessibility Consultant and Evaluation:**

- a. Within ninety (90) days after the Effective Date of this Agreement, Peapod shall retain an independent consultant (“Website Accessibility Consultant”), approved by the United States, who is knowledgeable about accessible website development, Title III of the ADA, and WCAG 2.0. The Website Accessibility Consultant’s duties shall include: (1) advising Peapod on how to conform www.peapod.com and its mobile applications to WCAG 2.0 AA; (2) verifying that www.peapod.com and Peapod’s mobile applications conform to WCAG 2.0 AA by the applicable Conformance Date; and (3) establishing the criteria for selecting testers with disabilities and reviewing the results of the tests.
- b. In addition to the duties set forth in Paragraph 18.a. above, on each anniversary date of the Website Conformance Date and the Mobile Applications Conformance Date, the independent Website Accessibility Consultant shall conduct and provide the parties with a written evaluation of www.peapod.com and Peapod’s mobile applications’ conformance with WCAG 2.0 AA (the “Accessibility Evaluation”). In the Accessibility Evaluation, the Website Accessibility Consultant shall make recommendations to improve the accessibility of www.peapod.com and its mobile applications.

19. **User Accessibility Testing Group:** By the applicable Conformance Date and at least once annually for the term of this Agreement after the Conformance Dates, tests shall be conducted by individuals with different disabilities, including at a minimum individuals

who are blind or have low vision, individuals who are deaf or hard of hearing, and individuals who have physical disabilities affecting manual dexterity (such as those limiting the ability to use a mouse). Testing required by this Paragraph shall include the usability of the pages that are essential to the use of [www.peapod.com](http://www.peapod.com) by customers and the public, such as the webpages provided to create an account, log-in, view goods, select items and place them in the virtual shopping cart, check out and pay for items in the virtual shopping cart, and schedule delivery or pick-up.

20. **Website and Mobile Application Accessibility Training:** By March 31, 2015, and at least once annually thereafter for the term of this Agreement, Peapod shall provide training to website content personnel on how to conform web content and mobile applications with, at minimum, WCAG 2.0 AA, the provisions of Title III of the ADA identified in this Agreement, and the terms of this Agreement. Website content personnel shall also receive this training when they are hired into a position that includes such a role.

#### **REPORTING AND ENFORCEMENT**

21. Within nine (9) months after the Effective Date of this Agreement, and every twelve (12) months thereafter for the term of this Agreement, the Website Accessibility Coordinator shall submit a report in electronic format to the United States detailing Peapod's compliance or lack thereof with this Agreement, including the requirements identified in Paragraphs 11-20. Each report shall include an explanation of each action Peapod has taken in response to each comment provided by users of [www.peapod.com](http://www.peapod.com) and its mobile applications pursuant to Paragraph 15, or if no action is taken in response to a particular comment, Peapod shall include an explanation why.

22. All notices and reports that Peapod is required to send to counsel for the United States under this Agreement, shall be sent by Federal Express courier mail, prepaid delivery, to: United States Department of Justice, Civil Rights Division, Disability Rights Section - 1425 New York Avenue, N.W., 4th Floor, Washington, D.C. 20005.
23. If the United States and Peapod have a dispute concerning this Agreement or if they disagree about any provision under which the Parties are required to come to an agreement under this Agreement (e.g., the identity of the Website Accessibility Consultant), or if Peapod believes that compliance with the obligations of Paragraph 12 with respect to new features on its website or mobile application would result in an undue burden or fundamental alteration, after following the procedures set out in this Agreement, the Parties shall meet and confer in a good-faith effort to resolve the dispute or disagreement. If the Parties are unable to reach agreement after 60 days of good-faith negotiations, the United States may use the procedure set out in Paragraph 24 below.
24. If the United States believes that this Agreement or any portion of it has been violated, such concerns will be brought to the attention of Peapod and the Parties will attempt to resolve the concerns in good faith. The United States will provide Peapod thirty (30) days from the date it notifies Peapod of any breach of this Agreement to cure that breach before instituting a civil action in the appropriate United States District Court to enforce this Agreement or to otherwise enforce Title III of the ADA.
25. This Agreement shall become effective as of the date of the last signature below and shall remain in effect for three (3) years from that date.

26. This Agreement does not purport to remedy any violations or potential violations of the ADA or any other federal or state law other than those relating to the accessibility of [www.peapod.com](http://www.peapod.com) and Peapod's mobile applications to individuals with disabilities.
27. This Agreement contains the entire agreement of the United States and Peapod concerning the subject matter described in Paragraphs 2-4, and no other statement, promise, or agreement, either written or oral, made by any party or agent of any party, that is not contained in this Agreement, and concerns the subject matter described in Paragraphs 2-4, shall be enforceable.
28. If any provision of this Agreement is determined to be invalid, unenforceable, or otherwise contrary to applicable law, such provision shall be deemed restated to reflect as nearly as possible and to the fullest extent permitted by applicable law its original intent and shall not, in any event, affect any other provisions, all of which shall remain valid and enforceable to the fullest extent permitted by applicable law.
29. This Agreement shall be binding on Peapod and its agents and employees. In the event that Peapod seeks to transfer or assign all or part of its interest in any service covered by this Agreement, and the successor or assign intends on carrying on the same or similar use of [www.peapod.com](http://www.peapod.com) or mobile applications, then as a condition of sale, the corporation shall obtain the written accession of the successor or assign to any obligations remaining under this Agreement for the remaining term of this Agreement.
30. Failure by the United States to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.
31. Peapod shall provide a copy of the Agreement to any person upon request.

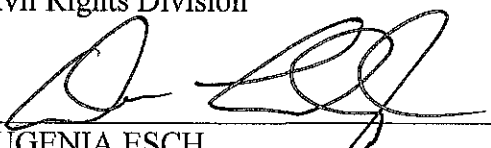
32. The Definitions attached to this Agreement as Exhibit B are incorporated within the terms of this Agreement.
33. The signatories represent that they have the authority to bind the respective Parties identified below to the terms of this Agreement.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES:

VANITA GUPTA  
Acting Assistant Attorney General  
EVE L. HILL  
Deputy Assistant Attorney General  
Civil Rights Division

REBECCA B. BOND, Chief  
SHEILA M. FORAN, Special Legal Counsel  
AMANDA MAISELS, Deputy Chief  
Disability Rights Section  
Civil Rights Division

  
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EUGENIA ESCH  
DOV LUTZKER  
WILLIAM F. LYNCH  
Trial Attorneys  
Disability Rights Section  
Civil Rights Division  
U.S. Department of Justice

Date: November 17, 2014

950 Pennsylvania Avenue, N.W. – NYA

Washington, DC 20530

(202) 307-0663 (Phone)

(202) 305-9775 (Fax)

FOR AHOLD U.S.A., Inc. and PEAPOD, LLC:

Thomas A. Hippler

Date: November 10, 2014

Thomas Hippler

Executive Vice President and General Counsel, Ahold USA and Peapod LLC

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## **EXHIBIT A**

### **Peapod Website and Mobile Application Accessibility Policy for www.peapod.com**

**General Policy.** It is Peapod's policy to ensure that persons with disabilities have a full and equal opportunity to benefit from the goods, services, facilities, privileges, advantages, and accommodations offered by Peapod through the www.peapod.com website, and through its mobile applications (collectively referred to in this Policy as "www.peapod.com"). Peapod provides effective communication with persons with disabilities, and ensures that individuals with disabilities are not excluded from use of www.peapod.com and its online services. Peapod shall take the necessary steps to ensure that individuals with disabilities are not excluded, denied services, segregated, or otherwise treated differently because of the absence of auxiliary aids and services, unless Peapod can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations being offered or would result in an undue burden.

**Website Accessibility.** Peapod's policy is to ensure www.peapod.com is accessible to individuals with disabilities as follows:

- No later than March 31, 2015 for mobile applications and September 30, 2015 for www.peapod.com, all new web pages, web applications, and web content published to www.peapod.com for public use (excluding advertisements) shall conform to the Level A and Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) ("WCAG 2.0 Level AA"), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at www.w3.org/TR/WCAG/.
- Peapod provides a notice, prominently and directly linked from the www.peapod.com homepage that provides a toll-free telephone number that customers with disabilities can call to obtain technical assistance on how to use www.peapod.com and the Peapod mobile applications. The notice also solicits feedback from visitors to www.peapod.com on how accessibility can be improved and provides contact information for customer service representatives knowledgeable about this Policy.
- Peapod annually distributes this Policy to all employees and contractors that have responsibility for the content and format of www.peapod.com ("Website Content Personnel") as well as all customer service representatives for www.peapod.com.
- Peapod has designated [insert name of Website Accessibility Coordinator] as Website Accessibility Coordinator for www.peapod.com, who is knowledgeable concerning the WCAG 2.0 and website accessibility generally and is available as a resource to all Website Content Personnel and customer service representatives for www.peapod.com to ensure compliance with this Policy.
- Peapod provides mandatory annual training on website accessibility to Website Content Personnel.



- Peapod annually assesses and reviews the delivery of content via [www.peapod.com](http://www.peapod.com) to ensure accessibility to persons with disabilities, including, among others, persons who:
  - Use screen readers or voice interactive software;
  - Only or predominately use keyboards to input data and to navigate websites;
  - Use Braille output devices;
  - Use on-screen keyboards;
  - Use text magnification software;
  - Require the ability to adjust font size and/or color to view web pages;
  - Require audio description to access video content; and
  - Require captions to access audio and visual materials.
- Beginning no later than March 31, 2015 for mobile applications and September 30, 2015 for [www.peapod.com](http://www.peapod.com), Peapod regularly conducts automated tests of and annually enlists individuals with a variety of disabilities to test [www.peapod.com](http://www.peapod.com) and its mobile applications for accessibility. In addition, Peapod includes individuals with disabilities to test any proposed substantial changes to [www.peapod.com](http://www.peapod.com) whenever such changes are Beta tested.
- Peapod has retained a Website Accessibility Consultant to annually evaluate [www.peapod.com](http://www.peapod.com) and its mobile applications for conformance with WCAG 2.0 Level AA. Each year, the Website Accessibility Consultant prepares a written report based on the evaluation, which identifies any barriers and provides recommendations to enhance the accessibility of [www.peapod.com](http://www.peapod.com).
- Peapod prioritizes bug fixes to eliminate bugs that create accessibility barriers to people with disabilities.

**Compliance with the Policy.** Peapod requires employees and contractors to comply with this policy. Failure to comply with this policy may result in disciplinary action.

## **EXHIBIT B**

### **DEFINITIONS**

“Auxiliary aids and services” includes—

- a. Qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing;
- b. Qualified readers; taped texts; audio recordings; Brailled materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision;
- c. Acquisition or modification of equipment or devices; and
- d. Other similar services and actions. 28 C.F.R. § 36.303(b).

“Conformance” or “conform” have the same meaning as used in the WCAG 2.0.

“Effective Date” is the date of the last signature of the Agreement.

“Mobile Applications” includes all software applications made available to the public directly or indirectly by Peapod designed to run on smartphones, tablet computers, or other mobile devices which enable users to obtain, for free or for a fee, services or products from Peapod or any facility owned, leased or operated by them.

A “substantial proposed change” as used in this Agreement, is a proposed material change, modification, alteration, or addition to the user interface design (i.e., any interactive control or area a user can manipulate), but content added to the existing user interface in accessible formats are not considered substantial proposed changes.

“Third Party Content” means web content that is generated by a third party and not created or controlled by Peapod.

“Web content” or “website content” includes all textual, visual and aural content encountered as part of the user experience of [www.peapod.com](http://www.peapod.com).

“Website content personnel” includes all persons — Peapod’s employees, contractors, and consultants — who design, develop, maintain, manage, or otherwise have responsibility for the content and format of www.peapod.com.

“www.peapod.com” includes:

- a. All web pages, web applications, resources, and services within the www.peapod.com domain; its subdomains; related domains; and related mobile sites;
- b. All of the information, resources, files, databases, images, graphics, text, audio, video, multimedia, services, code (including Hypertext Markup Language (“HTML”), .Net Framework, C#, etc., Dynamic HTML (including Cascading Style Sheets (“CSS”)), and any other communications sent by or retrieved from www.peapod.com to members of the public accessing it.

Unless otherwise provided in this Agreement, technical terms used in this Agreement have the same meaning as provided in the Web Content Accessibility Guidelines (“WCAG”) 2.0 (Dec. 11, 2008), published by the World Wide Web Consortium (“W3C”), available at www.w3.org/TR/WCAG/. The term “WCAG 2.0 AA” as used in this Agreement incorporates the Level A and Level AA Success Criteria.