



# TERMS AND CONDITIONS

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.**

Rosebud Restaurants and its subsidiaries and affiliates (“Rosebud,” “we,” or “us”), require that all visitors to this Web site and/or our mobile web Site are controlled by Rosebud (the “Site”) adhere to the following terms and conditions of use. By accessing and using the Site, you agree, on your own behalf and on behalf of any corporation or other legal entity that you represent or for which you access the Site (your “Company”), to be bound by and comply with the following terms and conditions of use (these “Terms”) and to comply with all applicable laws and regulations. If you do not agree to these Terms, you are not authorized to use the Site.

## **1. CHANGES TO THESE TERMS AND THE SITE**

We may change these Terms at any time, and all such changes are effective immediately upon notice, which we may give by any means, including, but not limited to, by posting a revised version of these Terms or other notice on the Site. You should view these Terms often to stay informed of changes that may affect you. Your use of the Site constitutes your continuing agreement to be bound by these Terms, as they are amended from time to time. We expressly reserve the right to make any changes that we deem appropriate from time to time to the Site or to any information, text, data, databases, graphics, images, sound recordings, audio and visual clips, logos, software, opportunities, features, services, and other materials within the Site (all such materials, and any compilation, collection, or arrangement thereof, the “Content”).

## **2. PRIVACY POLICY**

Information that you provide to us or that we collect about you and your Company through your access to and use of the Site is subject to our Privacy Policy, the terms of which are hereby incorporated by reference into these Terms. We encourage you to read and become familiar with our Privacy Policy.

## **3. INTELLECTUAL PROPERTY**

You understand and agree that we own, or (where applicable) we have lawfully licensed from third parties, all right, title, and interest in and to the Site and all of the Content. You acknowledge and agree that the Content constitutes valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest by accessing or using the Site or the Content. Such intellectual property and proprietary rights may include, but are not limited to, copyrights, trademarks and service marks, trade dress, and trade secrets, and all such rights are the property of Rosebud or its licensors and content providers.

## **4. LICENSE TO ACCESS AND USE**

4.1 You may access and use this Site only for your personal use (or, if accessing the Site on behalf of a Company, only your Company’s own internal use). Any other access to or use of the Site or the Content constitutes a violation of these Terms and may violate applicable copyright, trademark, or other laws. We make no representation that Site or Content is appropriate or available for use in locations other than the United States. If you choose to access this Site from locations other than in the United States, you do so at your own initiative, at your own risk, and are responsible for complying with applicable local laws.

4.2 You may not access, use, or copy any portion of the Site or of the Content through the use of bots, spiders, scrapers, web crawlers, indexing agents, or other automated devices or mechanisms. You agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within any of the Content. Except as expressly authorized by us in writing, in no event will you reproduce, redistribute, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of the Site or the Content or any access to or use of the Site or the Content.

## **5. RESTRICTIONS ON ACCESS**

5.1 You represent and agree that all information that you provide to us in connection with your access to and use of the Site is true, accurate, and complete to the best of your knowledge and belief. Rosebud reserves the right, in its sole discretion, to terminate your access to all or part of the Site, without notice or liability, for any reason, including, but not limited to: (a) the unauthorized use of any username or password; or (b) the breach of any agreement between you and Rosebud, including, without limitation, these Terms. Following any such termination of access, you will continue to be bound hereunder to the fullest extent applicable.

5.2 Upon being notified that your access is terminated, you must destroy any materials you have obtained from the Site. You may not access the Site after your access is terminated without our written approval. After terminating your access, Rosebud will retain all rights, including all intellectual property rights, proprietary rights, and licenses retained in these Terms, and the limitations upon your use and treatment of Content will remain in full force.

## **6. USER CONDUCT**

In connection with your access and use of the Site and that of any person authorized by you to access and use the Site, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, including all applicable local rules regarding online conduct. Specifically, in connection with your use of the Site, neither you nor the Company may cause or permit any person to do any of the following:

- (a) use the Site or Content for any unlawful purpose;
- (b) use the Site to post or transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- (c) impose an unreasonably or disproportionately large load on the Site or otherwise interfere with or inhibit any other user of this Site from using or enjoying the Site;
- (d) use the Site to post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind;
- (e) use the Site to post or transmit any information which is invasive of another's privacy or publicity rights or that otherwise violates or infringes in any way upon the rights of others; and
- (f) use the Site to post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication.

## **7. SUBMISSIONS**

7.1 By disclosing or offering any information to us, including comments, computer files, documents, graphics, suggestions, ideas, or other information (each, a "Submission"), either through your use of the Site or otherwise, you authorize Rosebud to make such copies thereof as we deem necessary, including to facilitate the posting and storage of the Submission on the Site. By making a Submission, you automatically grant, and you represent and warrant that you have the right to grant, to Rosebud an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, adapt, publish, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Submission for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Submission, and to grant and authorize sublicenses of the foregoing.

7.2 By making a Submission, you represent that you have all requisite rights to, and are authorized to disclose, all of the information contained in the Submission. You are fully responsible for any Submission you make and for the legality, reliability, appropriateness, and originality thereof.

7.3 If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting or distribution of it via this Site, please see the section below titled "Copyright Policy."

## **8. SECURITY**

Rosebud takes such commercially reasonable measures as it deems appropriate to secure and protect

information transmitted to and from the Site. Nevertheless, we cannot and do not guarantee that any such transmissions are or will be totally secure. You are responsible for maintaining the confidentiality of any information about you, including any username and any password used in connection with your use of the Site. Rosebud will not be liable for any loss or damage arising from the unauthorized use of your username or password.

## **9. HYPERLINKS**

9.1 This Site may include hyperlinks to other websites which are not maintained by Rosebud. We are not responsible for the content of such external websites and we make no representations whatsoever concerning the content or accuracy of, opinions expressed in, or other links provided by such websites. The inclusion of any hyperlink to external websites does not imply endorsement by Rosebud of those websites or any products or services referred to therein. The terms of service and privacy policies applicable to external websites may be different from those applicable to our Site. If you decide to access any external website through a link within our Site, you do so entirely at your own risk, and Rosebud will have no liability for any loss or damage arising from your access or use of any external website. Since Rosebud is not responsible for the availability of these websites, or their contents, you should direct any concerns regarding an external website to the administrator of that website. You agree that you will bring no suit or claim against us arising from or based upon any such use of external websites. Hyperlinks to other websites that are provided on the Site are not intended to imply that: (a) we are affiliated or associated with any external website; or (b) any linked site is authorized to use any of our trademarks, trade names, logos, or copyrights.

9.2 Images of the Rosebud logo can only be used for linking purposes and can only be made with our express written permission. By linking to the Site, you agree that you will not misrepresent your relationship with us or present false or misleading impressions about us. No hyperlinks to the Site may be used in a manner that implies or suggests that Rosebud approves or endorses you, your website, or your goods and services. We will have no responsibility or liability for any content appearing on your website. No hyperlink may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

9.3 We reserve the right, at any time and in our sole discretion, to request that you remove from your website all hyperlinks or any particular hyperlink to the Site. We may at any time, in our sole discretion, with or without cause, withdraw the permission granted herein to use the Rosebud logo and your right to link to any pages on the Site. Upon our request, you agree to immediately remove all hyperlinks to the Site and to cease using the Rosebud logo for linking purposes. Thereafter, your posting of any future hyperlinks to the Site will require the our express written permission.

## **10. USE OF TRADEMARKS**

Except for the limited permission to use the Rosebud logo as set forth in these Terms, you may not, without our express written permission, use any of Rosebud trademarks or service marks for any other purpose.

## **11. DISCLAIMER**

THE USE OF THIS SITE BY YOU AND YOUR COMPANY IS AT YOUR AND ITS SOLE RISK. ACCORDINGLY, THE SITE AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, Rosebud AND ITS AFFILIATES AND CONTENT-PROVIDERS DO NOT WARRANT THAT: (a) THE USE OF THIS SITE OR ANY THIRD PARTY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (b) THAT THE USE OF THIS SITE OR ANY SUCH THIRD PARTY WEBSITE WILL ALLOW YOU TO OBTAIN ANY PARTICULAR RESULTS WHATSOEVER; (c) THE CONTENT OR ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THIS SITE OR ANY THIRD PARTY WEBSITE ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, OR OF ANY PARTICULAR VALUE OR QUALITY; (d) THAT ANY DEFECTS IN THE SITE OR IN THE CONTENT WILL BE CORRECTED; OR (e) THAT THE SITE AND THE CONTENT ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS.

## **12. LIMITATION OF LIABILITY**

12.1 In no event will Rosebud, its contractors, suppliers, content-providers, and other similar entities, and the officers, directors, employees, representatives, and agents of each of the foregoing (collectively, our "Contractors"), be liable to you, your Company, or any third party for any losses or damages, alleged under any legal theory, arising out of or in connection with: (a) your use of, or reliance on, the Site or the Content; (b) our performance of or failure to perform our obligations in connection with these Terms; (c) the defamatory, offensive, or illegal conduct of other users of the Site or of third parties; or (d) your purchase or use of any goods or services provided by third parties.

12.2 Under no circumstances will Rosebud or our Contractors be liable to you, your Company, or any third party for any indirect, consequential, incidental, punitive, special, or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to property, loss of use, business interruption, and claims of third parties) arising out of or in connection with these Terms or the use of the Site or the Content, or the transmission of information to or from the Site over the Internet, even if we were advised, knew, or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of Rosebud and the Contractors will be limited in accordance with these Terms to the extent permitted by law

12.3 Without limiting any of the foregoing, if Rosebud or any of the Contractors is found liable to you or to any third party as a result of any claims or other matters arising under or in connection with these Terms, the Site, or your use of the Site, the maximum liability for all such claims and other matters will not exceed \$100 in any calendar year.

## **13. INDEMNIFICATION**

You agree to defend and indemnify Rosebud, and our officers, directors, employees, representatives, and agents, against all claims, demands, suits, or other proceedings, and all resulting loss, damage, liability, cost, and expense (including reasonable attorneys' fees), made by any third party arising out of: (a) content, data, or information that you submit, post to, or transmit through the Site; (b) your access to and use of the Content, the Site, and other materials, products, and services available on or through the Site and Rosebud; (c) your violation of these Terms; (d) your violation of any rights of any third party; (e) your website; and (f) any unauthorized use of a username, password, or account number. We reserve, and you grant to us, the right to assume the exclusive defense and control of any matter subject to indemnification by you.

## **14. JURISDICTION**

These Terms will be construed and enforced in accordance with the laws of the State of Illinois. Each of you and your Company submits to personal jurisdiction in Illinois, and any cause of action arising under these Terms or otherwise involving this Site will be brought exclusively in a court in Cook County, Illinois.

The Site is controlled and operated by Rosebud from within the United States of America, and is intended for use only by residents of the United States and Canada. Rosebud makes no representations or warranties that the Content or the Site is appropriate or lawful in any foreign countries, or that any items or applications offered for sale or download through links on the Sites will be available outside the United States or Canada. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export or re-export any content downloaded from the Site or any copy or adaptation of such content, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

## **15. WAIVER OF JURY TRIAL**

YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS AND THE MATTERS CONTEMPLATED HEREBY.

## **16. MISCELLANEOUS**

16.1 These Terms and the Privacy Policy (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of the Site and the Content.

16.2 Our electronically or otherwise properly stored copy of these Terms will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms.

16.3 Any provisions of these Terms that are reasonably inferable to have been intended to survive termination (including, but not limited to, any provisions regarding limitation of our liability or indemnification) will continue in effect beyond any such termination of access to this Site.

16.4 These Terms do not confer any rights, remedies, or benefits upon any person other than you.

16.5 We may assign our rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without our prior written consent.

16.6 Our waiver of any breach of these Terms will not be a waiver of any preceding or subsequent breach thereof.

16.7 If any provision of these Terms is held to be invalid or unenforceable, that provision will be stricken and will not affect the validity and enforceability of any remaining provisions.

16.8 Possible evidence of use of the Site for illegal purposes will be provided to law enforcement authorities.

16.9 Discontinuation of use of this Site is your sole right and remedy for any dissatisfaction with the Site or any of the Content.

## **17. OTHER AGREEMENTS**

If you have entered into a separate agreement with Rosebud with respect to your use of the Site or any Content, that agreement will supersede these Terms to the extent they are in conflict.

## **18. QUESTIONS**

Please contact us with any questions regarding the Site or these Terms at:

Rosebud Restaurants

1419 W Diversey Pkwy

Chicago, IL 60614

Telephone: 773-325-9700

## **20. ACKNOWLEDGMENT**

BY ACCESSING AND USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND THE PRIVACY POLICY.