

Terms of Use

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BY USING THE SITES IN ANY MANNER, INCLUDING BUT NOT LIMITED TO, VISITING OR BROWSING THE SITES, YOU AGREE TO BE BOUND BY THE TERMS OF THESE TERMS OF USE, AND YOU CONSENT TO THE INFORMATION COLLECTION PRACTICES DISCLOSED IN THE ROBERTS RESTAURANT GROUP PRIVACY POLICY, WHICH IS INCORPORATED BY REFERENCE INTO THESE TERMS OF USE. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, YOU MUST IMMEDIATELY DISCONTINUE YOUR USE OF THE SITES.

PLEASE NOTE: The Sites are intended for use by residents of the United States of America and Canada who are at least 18 years of age and capable of entering into binding legal agreements. Read carefully below before using the Sites. Note also that our use of your personal information is governed at all times by our Privacy Policy, which is available at https://robertsrestaurantgroup.com/wp-content/uploads/2016/11/RRG_Privacy_Policy_2016.pdf

Amendments to these Terms of Use

Amendments to these Terms of Use will be posted on the Sites. To the maximum extent allowed by law, and except as otherwise expressly provided at the time of such amendment, such amendments are effective when posted. Your continued use of the Sites following the posting of any amendment shall constitute your acceptance thereof. If you do not agree to the terms of these Terms of Use or any amendment, you may not use the Sites.

Using the Sites

Subject to compliance with these Terms of Use, including, but not limited to, applicable age and residency restrictions, you are granted a limited, non-transferrable, non-sublicensable and revocable license to use the Sites for their intended purpose(s). You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Sites, any updates or any part thereof except as applicable law may require notwithstanding this prohibition. You may print copies of the Sites' content and documentation as reasonably necessary for your permitted use of the Sites, but such copies shall not be distributed to others. Uses of the Sites not expressly authorized herein are prohibited. All rights not expressly granted are hereby reserved.

Subject to applicable law, Roberts Restaurant Group reserves the right, with or without prior notice, to do any one or more of the following: (a) limit the availability, or discontinue any offering of, any product, service or promotion; and (b) impose further conditions on your use of the Sites.

Account Registration

Your use of the Sites may require you to register and you may be asked to select a password. You agree to provide accurate and truthful information and to update such information to keep it true and accurate. Select a password that would be difficult to guess, and change it regularly as an added precaution. You agree not to share your password or share access to your account. You agree that you are responsible for activities that occur under your account. You agree to notify us immediately of unauthorized use of your password or account. We reserve

the right to take such action in our discretion to help ensure the security of the Sites, including, without limitation, terminating an account.

Use of the Sites on Mobile Devices

You are solely responsible for any damage to or technical difficulties that arise from your use of the Sites on your mobile device. Roberts Restaurant Group cannot and does not warrant that the Sites will work as anticipated on every device. Moreover, Roberts Restaurant Group cannot and does not warrant that the Sites will be free from errors resulting in data interruptions, data loss, or other malfunction.

Your mobile service carrier or provider may assess data or other charges based on your use of the Sites. Roberts Restaurant Group recommends that you refer to your service provider's terms of use for information regarding your account, including applicable data and other charges, prior to using the Sites on your mobile device. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY CHARGES AND FEES, INCLUDING, BUT NOT LIMITED TO, DATA AND OTHER USAGE CHARGES ASSESSED TO YOU BY YOUR MOBILE CARRIER BECAUSE OF YOUR USE OF THE SITES.

Prohibited Conduct

You agree not to: (a) access or attempt to access any information, documents, images, software or material (individually and collectively, "Materials") that you are not authorized to access and/or through any means that you are not authorized to use such as any means not intentionally made available by or through the Sites; (b) disrupt or interfere with the security of, or otherwise cause harm to the Sites, or to any Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Sites or any affiliated or linked sites; (c) access or use the Sites in any manner that could damage, disable, overburden or impair any server or network used by Roberts Restaurant Group in connection with the Sites; (d) use any Materials in connection with the Sites in any manner that infringes upon any copyrights, patents or other intellectual property rights, privacy rights, rights of publicity or other rights of any party; (e) transmit unsolicited or bulk communications to any Roberts Restaurant Group account holder or to any RobertsRestaurantGroup.com email address or other email addresses associated with Roberts Restaurant Group; (f) post or otherwise submit any software, programs or Materials to the Sites that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan Horses, viruses and worms; (g) disrupt, interfere with or inhibit any other user from using and enjoying the Sites or other sites, Materials or services associated with Roberts Restaurant Group; (h) violate any applicable laws or regulations related to the access to or use of the Sites, and/or engage in any activity prohibited by these Terms of Use; (i) compile, use, download or otherwise copy any Materials available on the Sites (except as expressly permitted by these Terms of Use), or transmit, provide or otherwise distribute (whether or not for a fee) such Materials to any third party; (j) use the Sites to engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or any other duplicative or unsolicited messages (commercial or otherwise); (k) use any robot, spider, or other programmatic or automatic device, to obtain information from the Sites or others' use of the Sites or otherwise monitor or copy any portion of the Sites; (l) frame, mirror, or use framing techniques on any part of the Sites without Roberts Restaurant Group's express prior written consent; (m) use the Sites for any purpose that is abusive, intrusive of another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hurtful; (n) remove any copyright, trademark, or other proprietary rights notice from the Sites or Materials; and/or (o) use any Roberts Restaurant Group domain names as a pseudonymous return email address.

These examples of prohibited conduct are illustrative and are not exhaustive. Roberts Restaurant Group reserves the right to take action if the user is determined, in Roberts Restaurant Group's sole discretion, to have engaged in prohibited conduct or otherwise violated these Terms of Use.

Limitation of Liability

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Disclaimer of Warranties

YOU AGREE AND ACKNOWLEDGE THAT USE OF THE SITES IS WITHOUT WARRANTY OF ANY KIND AND THAT THE ACCESS TO AND USE OF THE SITES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW. ALL WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON CUSTOM OR PRACTICE. APPLICABLE LAW MAY NOT ALLOW THE ABOVE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSION MAY NOT APPLY TO YOU AND SHALL APPLY ONLY TO THE MAXIMUM EXTENT ALLOWED BY LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM ROBERTS RESTAURANT GROUP OR THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

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Indemnity

You agree to defend, indemnify and hold harmless the Roberts Restaurant Group Related Parties from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any violation of these Terms of Use and your use of the Sites (but excluding claims resulting from our breach of these Terms of Use as demonstrated by clear and convincing evidence), including without limitation, any information or content you submit to or through the Sites, any material you download from the Sites or any interference with the operation of the Sites.

Submissions

By submitting any comment, idea, suggestion, response to questionnaires or other material to Roberts Restaurant Group or through the Sites, you grant us a perpetual, non-exclusive, fully-paid, royalty-free, irrevocable, sublicenseable, worldwide license and right to display, use, perform, reproduce, modify, distribute and create derivative works of such material or information submitted in any media, software, or technology of any kind now existing or developed in the future. By providing any such material or information, you represent and warrant that public posting and use of such material or information by Roberts Restaurant Group will not infringe on or violate the rights of any third party.

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Notices and Electronic Communications

Except as explicitly stated otherwise, any notices you send to Roberts Restaurant Group shall be sent by email and regular mail at the addresses listed below. In the case of legal notices Roberts Restaurant Group sends to you (for example, regarding these Terms of Use or the Privacy Policy), you consent to receive notices and other communications by Roberts Restaurant Group posting notices in the Sites or links thereto or sending you an email at the email address you provided to us. You agree that all agreements, notices, disclosures, and other communications that Roberts Restaurant Group provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. You agree that a printed version of these Terms of Use and/or any notice given in electronic form

shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Applicable Law and Jurisdiction

These Terms of Use shall be governed and interpreted in accordance with the substantive law of the State of Michigan without regard to its conflict of law provisions. The parties hereby agree that any legal or equitable action or proceeding with respect to these Terms of Use shall be brought only in any court sitting in Oakland County of the State of Michigan, or the United States District Court for the Eastern District of Michigan, and each of the party's hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to it and its property. No action, regardless of form, arising out of these Terms of Use or your use of the Sites, may be brought by you more than one (1) year after the cause of action has accrued.

Entire Agreement

These Terms of Use, including the documents incorporated herein by reference, is the entire understanding and agreement between Roberts Restaurant Group and you with respect to the subject matter hereof.

Miscellaneous

The invalidity or unenforceability of any provision of these Terms of Use shall not affect the validity or enforceability of any other provision. In the event that any provision of these Terms of Use is found to be invalid or unenforceable, these Terms of Use shall be construed in accordance with its terms as if the invalid or unenforceable provision was not contained therein. No delay or failure by Roberts Restaurant Group to enforce any provision of these Terms of Use shall be a waiver of any of our rights under these Terms of Use.

Contact Us

If you have any comments, questions or concerns regarding these Terms of Use, please contact us by email at info@RobertsRestaurantGroup.com or by phone at (248) 646-6395. You may also write to us at Roberts Restaurant Group, 16205 W. 14 Mile Road, Suite 100, Beverly Hills, Michigan 48025.

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