

Terms of Service

www.rtitom.com

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This website is owned and operated by Restaurant Technologies, Inc. and its affiliates (collectively “Restaurant Technologies”). Restaurant Technologies can be reached at 2550 Pilot Knob Road, Mendota Heights, Minnesota, 55120. Any inquiries regarding these Terms of Service must be addressed to Restaurant Technologies c/o the office of the General Counsel.

1. Your Acceptance

By using and/or visiting rtitom.com, including all Content (as defined below) available through rtitom.com and any associated content such as email feeds, RSS feeds, alerts and reports (collectively, the “Website”), you acknowledge that you have read, understood and agree, to be bound by these terms and conditions set out below and all other disclaimers, guidelines, policies and terms and conditions appearing on this Site (collectively, the “Terms of Service”) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. These Terms of Service together with any other agreement between you and/or your employer and Restaurant Technologies govern your use of the Website. The Terms of Use are subject to change at any time without prior notice by updating this posting. By using this Site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Terms of Service to which you are bound.

ATTENTION: PLEASE READ THESE TERMS OF SERVICE AND THE [PRIVACY POLICY](#), WHICH IS PART OF THESE TERMS OF SERVICE, CAREFULLY BEFORE USING THIS WEBSITE. ACCESSING ANY PART OF THIS WEBSITE OR ASSOCIATED CONTENT SUCH AS EMAIL FEEDS, RSS FEEDS, ALERTS AND REPORTS INDICATES THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN FULL. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, DO NOT USE, ACCESS, OR DOWNLOAD MATERIALS FROM THIS WEBSITE OR ASSOCIATED CONTENT AND LEAVE THE WEBSITE IMMEDIATELY.

You agree that Restaurant Technologies shall not be liable to you or any third party in the event that Restaurant Technologies exercises its right to modify or discontinue the Website (or any portion of the Website). Unless explicitly stated otherwise, any new features that augment or enhance the current Website shall be subject to these Terms of Service. BY USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THE TERMS OF SERVICE.

2. Privacy Policy

The Restaurant Technologies Privacy Policy describes the information Restaurant Technologies collects when you and others use this Website. It also describes how Restaurant Technologies uses any personal information you share with it. The Privacy Policy is part of these Terms of Service. By agreeing to these Terms of Service, you are also consenting to Restaurant Technologies’ use of your personal information in accordance with Restaurant Technologies Privacy Policy. Please [click here](#) to review the Privacy Policy.

3. Links to and From the Website

a. The Website may contain links to third party websites that are not owned or controlled by Restaurant Technologies. Restaurant Technologies has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites, and you access and use these websites solely at your own risk. These links are provided for your reference and convenience only, and do not necessarily imply any endorsement, sponsorship or recommendation of the material on these third-party websites or any association with their operators. In addition, Restaurant Technologies will not and cannot control or edit the content of any third-party site. By using the Website, you expressly relieve Restaurant Technologies from any and all liability arising from your use of any third-party website and from any loss or damage of any sort you may incur from dealing with any third party. Accordingly, Restaurant Technologies encourages you to be aware when you leave the Website and to read the terms and conditions of each other website that you visit.

b. If you do not have another agreement with Restaurant Technologies, you may link to the home page (and no other page) of the Website from your website, subject to the following: (1) you may not frame the Website or any portion of the Website; (2) you will not override or hinder the functionality of an end-user's Web browser's "back" function; (3) the link must be identified using a plain text rendering of the Restaurant Technologies, Inc., TOM, or Total Operations Management name and not any logo; (4) you may not use the link in any way that suggests that Restaurant Technologies is associated with or endorses you or your website, without Restaurant Technologies prior written consent; (5) the link may not appear on any website that a reasonable person may consider obscene, defamatory, harassing, offensive or malicious, and may not be presented in any way that disparages Restaurant Technologies or damages its reputation and goodwill; and (6) Restaurant Technologies may terminate your right to link to the Website at any time for any reason or no reason.

4. Website Access/Users Who Violate Terms of Service

a. Your company is responsible for determining who will receive access to the Website and the TOM services, updating such access when changes occur, and hereby agrees to indemnify Restaurant Technologies for any actions taken by its employees, agents, or anyone else who is given access by your company or who accesses the Website in connection with a company email account. Restaurant Technologies hereby grants you permission to use the Website as set forth in these Terms of Service, provided that: (i) your use of the Website as permitted is solely for your business use, as described in these Terms of Service and any other agreements with Restaurant Technologies; (ii) you will not copy, download or distribute any part of the Website in any form or medium without Restaurant Technologies prior written authorization, except as permitted in Section 6 below or by another written agreement with Restaurant Technologies; (iii) you will not alter, modify, or make derivative works from any part of the Website without Restaurant Technologies prior written authorization, except as permitted in Section 6 below; and (iv) you will otherwise comply with these Terms of Service and any other agreement with Restaurant Technologies.

b. Restaurant Technologies may, in appropriate circumstances and at its sole discretion, disable or terminate the accounts of users who violate these Terms of Service or any other agreement with Restaurant Technologies.

5. Restrictions on Use of the Website

a. In your use of the Website, you shall not:

- use web crawlers, web robots, web scutters, ants, automatic indexers, bots, worms, and other such devices in connection with the Website; provided, however, that general purpose internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Website are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent;

- post, transmit or submit any confidential, false, misleading, unlawful, infringing, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, inflammatory, scandalous, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or would otherwise violate the law;

- use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other use of the Website;

- obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Website;

- impersonate or misrepresent your affiliation with someone else;

- remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Website;

- collect personally identifiable information of other users or visitors;

- harvest information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications;

- solicit other users to join, become members of, or contribute money to any online service or other organization;

- post or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Website; or

- use the Website to advertise or perform any commercial solicitation.

b. Restaurant Technologies will fully cooperate with any law enforcement authorities or court order requesting or directing Restaurant Technologies to disclose the identity of anyone violating these Terms of Service.

c. Restaurant Technologies believes in children's online safety and does not wish to receive information regarding children under 13 years old. Therefore, you may not post or transmit any personally-identifiable information of a child under 13 years old or information sufficient to locate such a child on or through the Website.

6. User Submissions

a. The Website may now or in the future permit the submission of text, material, information, comments, feedback, notes, messages, ideas, concepts, know-how, techniques, or other communications submitted by you, including but not limited to through the Contact Us or Request

Service pages (“User Submissions”). You understand that Restaurant Technologies (1) does not guarantee any confidentiality with respect to any User Submissions, (2) does not pay any compensation for User Submissions, and (3) is under no obligation to respond to any User Submissions.

b. You shall be solely responsible for your own User Submissions (including text, other communications, or graphics submitted by you and the consequences of submitting them). By submitting User Submissions to Restaurant Technologies, you hereby grant Restaurant Technologies and its successors and assigns a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, publish, broadcast, perform, make, use, import, offer to sell, sell, and otherwise transfer all copyrights, inventions, and other intellectual property rights in the User Submissions in connection with the Website and Restaurant Technologies (and its successor’s and assign’s) business.

c. In connection with User Submissions, you represent and warrant that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material and to grant Restaurant Technologies all of the license rights granted herein. You also represent and warrant that you will not submit material that is unlawful, violates any law, or is otherwise inappropriate. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your submitting User Submissions.

7. Intellectual Property Rights

a. Except as otherwise agreed in writing with Restaurant Technologies, everything you see, hear, or otherwise experience on this Website, including but not limited to the videos, text, software, photographs, scripts, graphics, interactive features and the like (collectively, “Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to Restaurant Technologies, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Restaurant Technologies owns the copyright in the selection, coordination, arrangement and enhancement of the Content. Any unauthorized use of any materials on this Website may violate copyright, trademark, and other laws. RTI, RESTAURANT TECHNOLOGIES, INC., the RTI Logo, SMART. SAFE. GREEN., TOM, TOTAL OIL MANAGEMENT, GLOBAL TIER, MAXLIFE, AUTOMIST, GREASE LOCK and ZEROT are trademarks of Restaurant Technologies.

b. For your business use as permitted by your agreement with Restaurant Technologies, you may view, copy, and print pages of the Website. Otherwise, the Website may not be copied, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Restaurant Technologies. Restaurant Technologies reserves all rights not expressly granted in and to the Website and the Content. You agree not to use, copy, download, or distribute any of the Content other than expressly permitted herein, including any use, copying, downloading, making derivative works from, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. You may not incorporate the Content into, or stream or transmit the Content via any hardware or software application or make it available via frames or in-line links unless expressly permitted by Restaurant Technologies in

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8. Warranty Disclaimer

The Website and any Content on the Website is provided “as is, where is.” YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, RESTAURANT TECHNOLOGIES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF AND ANY SERVICE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, SECURITY, ACCURACY, THE USE OF REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, RESTAURANT TECHNOLOGIES DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE WEBSITE OR ON ANY WEBSITES LINKED TO THIS WEBSITE IS ACCURATE, COMPLETE OR CURRENT OR THAT THE WEBSITE OR ANY SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

9. Limitation of Liability

IN NO EVENT SHALL RESTAURANT TECHNOLOGIES, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF RESTAURANT TECHNOLOGIES WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF RESTAURANT TECHNOLOGIES SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM RESTAURANT TECHNOLOGIES WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH RESTAURANT TECHNOLOGIES WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR YOUR BUSINESS TRANSACTIONS WITH ANY ADVERTISERS WHEREIN SUCH CONTENT OR ADVERTISEMENT IS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RESTAURANT TECHNOLOGIES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME

STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Website is controlled and offered by Restaurant Technologies from its facilities in the United States of America. Restaurant Technologies makes no representations that the Website is appropriate or available for use in all jurisdictions. Those who access or use the Website do so at their own volition and are responsible for compliance with local and all other applicable laws and regulations.

10. Indemnity

You agree to indemnify, defend and hold harmless Restaurant Technologies, its officers, directors, employees, agents, affiliates, shareholders, licensors and suppliers from and against any claims, losses, obligations, demands, liabilities, expenses, damages, costs, debt, and attorney's fees resulting from (i) your use of, access to, or misuse of the Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that one of your User Submissions caused damage to a third party; (v) any activity related to your Internet account or using your email address and password (including negligent or wrongful conduct) by you or any other person accessing the Website using your Internet account or email address and password; or (vi) any transaction you conduct as a result of the contact facilitated by the Website. If Restaurant Technologies does take any legal action against you as a result of your violation of these Terms of Service, Restaurant Technologies will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Restaurant Technologies.

11. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

12. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Restaurant Technologies without restriction and without notice to you.

13. Modifications to Service

Restaurant Technologies reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that Restaurant Technologies shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

14. Export Control

Software and the transmission of applicable technical data, if any, in connection with the Website are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you

reside.

15. General

You agree that: (i) the Website shall be deemed solely based in Minnesota; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over Restaurant Technologies, either specific or general, in jurisdictions other than Minnesota. These Terms of Service shall be governed by the laws of the State of Minnesota (excluding its choice of law provisions). Any disputes hereunder shall be resolved by final and binding arbitration pursuant to the then current commercial arbitration rules of the American Arbitration Association.

If any of the provisions of these Terms of Service are held by a court or other tribunal of competent jurisdiction to be invalid, void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Service, so that these Terms of Service shall remain in full force and effect.