

Terms of Use

Last Updated: 01/24/2020

Your access to and the use of Rocco's Deli website is subject to the following terms and conditions, "Terms", as well as all applicable laws. In consideration for making our website available to you, you agree to comply by these Terms, whether or not you are a registered user.

However, for those who register for communications by text or e-mail, or who register for online accounts, or provide information to order food, gift cards, or merchandise as a guest ("Registered Users") these terms also include an agreement to resolve all disputes only one-on-one, in arbitration (no court trial, no jury trial, no class actions).

There are sections of Rocco's Deli website that may connect you to other sites outside of the control of Rocco's Deli website. These Terms apply ONLY to web pages that are part of Rocco's Deli website.

Registration

Certain portions of Rocco's Deli website are limited to registered users, and/or may allow a user to request support/services online by entering personal information. When users register with our website or purchase something from us, they will be provided a link to these Terms and asked to agree to comply with them. When you provide us with information, you agree that any personal information provided to us is complete and accurate. Also, you agree not to register under the name of, nor attempt to enter the website under the name of, another person, and you will not adopt a user name that Rocco's Deli, in its sole discretion, deems offensive. Please note that any personally identifiable information that you provide to us will be subject to, and protected under, our Privacy Policy. Please read our [privacy policy](http://www.roccosdeli.com/privacy-policy) at www.roccosdeli.com/privacy-policy

If You Are Under 18 Years of Age

If you are under 18, only use the Rocco's Deli website with involvement of a parent or guardian. Rocco's Deli and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. If you have already paid for any cancelled order, you will be reimbursed.

If You Are Under 13 Years of Age

IF YOU ARE UNDER 13 YEARS OF AGE, THEN PLEASE DO NOT USE THE ROCCO'S DELI WEBSITE - there are lots of other great websites for you. Talk to your parents about what sites are appropriate for you.

Access to the Rocco's Deli website

Rocco's Deli hereby grants you permission to use the website as set forth in these Terms, provided that: (i) your use of the website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the website in any medium without Rocco's Deli prior written authorization; (iii) you will not alter or modify any part of the website other than as may be reasonably necessary to use the website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the website in a manner that sends more request messages to the Rocco's Deli servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. You agree not to collect or harvest any personally identifiable information for purposes of any commercial solicitation, including account names, from the website, nor to use the communication systems provided by the website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the website with respect to their User Submissions.

Conduct

You agree to access and use Rocco's Deli website for lawful purposes, ONLY. By accessing Rocco's Deli website, you agree that you will NOT knowingly, recklessly, or negligently:

- Use The Rocco's Deli website to commit a criminal offense, or to encourage others to conduct acts that would constitute a criminal offense or give rise to civil liability;
- Post (or transmit) any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content;
- Use the website to impersonate other parties or entities;
- Use the website to upload any content that contains a software virus, such as a Trojan Horse or any other computer codes, files, or programs that may alter, damage, or interrupt the daily function of the website (or the hardware/software of any other person who may access the website);
- Upload, post, e-mail, or otherwise transmit any materials, that you do not have the right to transmit under any law (or under any contractual relationship);
- Alter, damage, or delete any content posted on the website;
- Disrupt the website's normal functionality in any way;
- Claim a relationship with or speak for Rocco's Deli or any of its franchisees or affiliates;
- Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
- Post any material that infringes (or violates) the intellectual rights of others; or
- Collect (or store) personal information about others.

Termination of Use

Rocco's Deli may (in its sole discretion) suspend/terminate your access to or use of Rocco's Deli website without notification for any violation of these Terms, or for other conduct that Rocco's Deli deems is harmful/unlawful to others. Note: In the event of termination, you are no longer authorized to access Rocco's Deli website.

Other Site Links

There may be links on Rocco's Deli website that lead to websites not maintained/operated by Rocco's Deli ("Links"). Jersey Mike's does not control the websites referenced by these Links, nor do we review the content of those websites. Rocco's Deli provides these outside Links to users for their convenience. The listing of Links is not an endorsement of information, products, or services, and does not imply a direct association between Rocco's Deli and the operators of the Links.

Policy on Spamming

You specifically agree NOT to utilize e-mail addresses obtained by browsing through Rocco's Deli website to transmit the same or substantially similar unsolicited message to 10 or more recipients in a single day. Also, you agree NOT to transmit the same or substantially similar unsolicited message to 20 or more recipients in a single week (seven consecutive days), unless it is required for legitimate business purposes. Note: Rocco's Deli (in its sole and exclusive discretion) will determine violations of limitations on e-mail usage set forth in these Terms.

Content

Rocco's Deli has the right to monitor any content that you post to the Rocco's Deli website, or that you send through the website. We reserve the right to delete, move, and/or edit any postings that come to our attention, which we consider to be unacceptable or inappropriate whether for legal or other reasons. Note: The United States and foreign copyright laws, as well as international conventions, protect the contents of Rocco's Deli website. (You have agreed to abide by all copyright notices by entering and using Rocco's Deli website www.roccosdeli.com)

Indemnity

You agree to defend, indemnify, and hold harmless Rocco's Deli (and its owner/operators and employees) from any and all liabilities and costs incurred by us or our employees in connection with any claim arising from any breach by you of these Terms, including reasonable attorney's fees and costs. You agree to cooperate as fully as may be reasonably possible in the defense of any such claim. Rocco's Deli reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. You in turn shall not settle any matter without the written consent of Rocco's Deli. The terms of this duty to defend, indemnity, and hold harmless are subject to any defense you may have as a matter of law. This duty does not include any liabilities or costs which arise as a result of intentional wrongdoing, recklessness, or negligence on the part of the indemnified parties.

Website Provided Voluntarily

Rocco's Deli provides this website at no charge to you. Rocco's Deli can choose to discontinue or change the content and function of this website at any time. You agree not to rely on Rocco's Deli to continue to provide the

website, in this form or at all. Changes to the website will not affect the economic terms of any pending transaction.

Acceptance of Service

The website is controlled and offered by Rocco's Deli from its facilities in the United States of America. Rocco's Deli makes no representations that the Rocco's Deli website is appropriate or available for use in other locations. Those who access or use the Rocco's Deli website from other jurisdictions do so at their own volition and are responsible for compliance with the laws of their home jurisdictions.

Modification of Terms of Use

Rocco's Deli reserves the right to modify or supplement these Terms at any time. If we make any material changes to these Terms, we will post a notice about the change at a prominent location on our web site. If you are a member of our Email Club, we will email you a notice of such changes. If you continue to use the website after reasonable notice of these changes, you accept the modifications to the Terms.

General

These Terms shall be governed by the laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and Rocco's Deli that arises in whole or in part from the Rocco's Deli website shall be decided exclusively by a court of competent jurisdiction located in Los Angeles County, California, unless subject to the Mandatory Dispute Resolution terms for Registered Users below. These Terms, together with the Rocco's Deli website Privacy Notice and any other notices published by Rocco's Deli on the website, shall constitute the entire agreement between you and Rocco's Deli concerning the website. However, this is not to the exclusion of any notice to which you are entitled as a matter of law. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the failure by Rocco's Deli to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Mandatory Dispute Resolution for Registered Users (Individual Arbitration; No Court Trial; No Jury; No Class Action)

Claims

Any legal or equitable dispute between you and Rocco's Deli and/or its franchisees ("we" or "us") relating in any way to this Website is a "Claim". For example, Claims can arise under federal or state law. Claims can assert violations of statute, breach of contract, torts, frauds, or misrepresentations. Those are just examples. Any dispute which could form the basis of a legal Complaint in a courtroom is a Claim.

Excepted Claims

Individual claims that can be brought and completely resolved in small claims court and/or claims related to the ownership of Rocco's Deli intellectual property are "Excepted Claims".

Covered Claims

All Claims, other than Excepted Claims, are Covered Claims.

AAA as Arbitrator

You and we agree to mandatory, binding arbitration of Covered Claims by the American Arbitration Association ("AAA"). More information about AAA can be found at <https://www.adr.org/Arbitration>.

Any arbitration must be filed with AAA at <https://www.adr.org/Support> or by such means as AAA shall make available. All issues are for AAA to decide, except that disputes relating to the scope, application, and enforceability of these Mandatory Dispute Resolution Terms are for a Court to decide (if you and we cannot agree).

Related Court Proceedings

You and we agree to be subject to the personal jurisdiction of the courts of Rocco's Deli with respect to any Covered Claim. You and we submit to the jurisdiction of the federal and State Courts surrounding Monmouth County, California to (1) enforce the terms of this Mandatory Dispute Resolution Agreement, (2) to address disputes regarding the scope, application, and enforceability of these Mandatory Dispute Resolution Terms, (3) for the appointment of a substitute arbitrator as needed (see below), and (4) to enter any award rendered by the arbitrator.

Rules to Apply

AAA will adjudicate the Covered Claims in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes.

No Class Actions

You and we agree not to bring or participate in any class action regarding a Claim. You and we agree that AAA only has authorization to conduct arbitration of Covered Claims on an individual basis. You and we do not give AAA permission to arbitrate Your claim in conjunction with any Claim asserted by anyone else.

Substitute Arbitrator

In the event that AAA cannot or will not perform arbitration in accordance with the provisions of this agreement, either (a) the parties may agree to another arbitrator or, if no such agreement is had, (b) a court shall appoint one according to the provisions of the Federal Arbitration Act, 9 U.S. Code § 5.