

Terms Of Use

Eureka! Restaurant Group, LLC (Eureka!) manages and licenses all of the Eureka! Restaurant Group locations. The Eureka! website and its services are subject to the following Terms of Use Agreement (“TOU”). Eureka! reserves the right to update the TOU at any time without notice. By using this website, you acknowledge and agree to these limitations as set forth.

description of services

Eureka! provides you with access to a variety of resources (“Services”) including general information, message and/or communication facilities, and the online purchase of products, etc. and may include a Registration Only section that can be accessed only by Eureka! Team members and members. The Services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to the TOU.

use of content

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limits of liability

Eureka! makes no warranties or representations of any kind that the services provided by this website or any linked site will be uninterrupted, error-free, or that the site or the server that hosts the site are free from viruses or other forms of harmful computer code. All such information is provided “as is,” and with specific disclaimer of any warranties of merchantability, fitness for a particular purpose, title, or non-infringement. In no event shall Eureka!, its agents, or anyone else who has been involved in the creation, production, or delivery of these pages, be liable for any direct, incidental, or consequential damages resulting from the use of this website or any linked site.

With respect to goods or services purchased directly from Eureka! through the website, Eureka!’s liability, in any case, is expressly limited to replacement of defective goods, or

the repayment or crediting to you an amount equal to the purchase price of the goods, if Eureka! so chooses.

external links

Links to other websites do not imply an endorsement of the materials disseminated at those websites, nor does the existence of a link to another site imply that the organization or person publishing at that site endorses any of the materials at this site. Links to other websites are provided by Eureka! as a convenience to its users. Eureka! is not responsible for the materials contained at any website linked to this site.

unlawful or prohibited use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Eureka! website, or interfere with any other party's use and enjoyment of the Services. You may not attempt to gain unauthorized access to any Services, computer systems or networks connected to any Eureka! server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

use of communication services

- The Communication Services may contain events, forms, and/or other message or communication facilities designed to communicate with you. You agree to use the communication services only to view and post messages and material that are proper and, when applicable, related to the particular communication service. By way of example, and not as a limitation, you agree that you will not:
- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Advertise or offer to sell or buy any goods or services.
- Publish, post, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Provide links to files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services. Violate any code of conduct or other guidelines which may be applicable for any particular Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Communication Services or other user or usage information or any portion thereof.

Eureka! reserves the right to review materials posted to the Communication Services and to remove any materials at its sole discretion. Eureka! reserves the right to terminate your access to any or all of the Services at any time, without notice, for any reason whatsoever.

Always use caution when giving out any personally identifiable information in any Services. Eureka! does not control or endorse the content, messages or information found in any Communication Services and, therefore, Eureka! specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services.

dispute

- THESE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. DETAILS ARE SET FORTH BELOW.
 - Disputes

Our Customer Service Specialists are ready to assist you and address your concerns—email guestservice@eurekarestaurantgroup.com. If you have any questions or concerns regarding how Eureka! manages, accesses or uses your personal information, please email us at the above address.
 - In the event that our customer service team is unable to resolve your concern, by using this Site you unconditionally agree that all claims relating to your access or use of our Site, including all disputes arising out of, or related to, any products or services purchased from Eureka! through our Site, will be resolved entirely through binding individual arbitration, rather than in court. You may also assert individual claims in small claims court if your claims otherwise qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

- Note: There is no judge or jury in arbitration, no class actions, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages, and must follow these Terms of Use as a court would.
- To begin an arbitration proceeding, you may send a letter requesting arbitration and describing your claim to our registered agent: National Registered Agents, Inc, Attn: Compliance Department 28 Liberty. St, New York, NY 10005.
- You agree that the arbitration will be conducted by either the American Arbitration Association ("AAA"), adr.org, 1.800.778.7879, or the Judicial Arbitration and Mediation Services ("JAMS"), jamsadr.com, 1.800.352.5267. You can contact AAA or JAMS to find out more information on how to commence an arbitration proceeding. Payment of all filing, administration and arbitrator fees will be governed by the AAA's or JAMS' applicable rules. We will reimburse those fees for claims totaling less than \$10,000. Likewise, Eureka! will not seek attorneys' fees and costs in arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.
- We each agree to bring any dispute in arbitration on an individual basis only, and not on a class, consolidated, representative or collective action basis. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial or to participate in a class action against the other. In addition, we both agree that we each may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
- THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA OR JAMS RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR EUREKA! WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.
- Applicable Law
The law applicable to the interpretation and construction of these Terms of Use and any transaction (including purchases made on this Site) using or related to the Site, shall be the Federal Arbitration Act, applicable federal laws and the laws of the State of California, USA, without regard to principles of conflict of laws, but subject to the Federal Arbitration Act and other federal law relating to the arbitrability of claims. You agree that all

matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of California.