

Terms and Conditions

The National Restaurant Association Education Foundation (NRAEF) Restaurant Ready Assessment System is created, hosted, and maintained by The ATP Group, Inc. (ATP). The use of the System is subject to the following Terms of Use. NRAEF and ATP reserves the right, at any time and at their discretion, to revise these Terms of Use and post the latest Terms of Use on this site. By accessing, browsing, and/or using the NRAEF Restaurant Ready Assessment System as a Registered User (you), you accept to be bound by and comply with the posted Terms of Use without limitation or qualification. If you do not wish to be bound by the posted Terms of Use, you may choose not to access or use the NRAEF Restaurant Ready Assessment System.

Terms of Use

1. Services

You acknowledge and agree that the services provided through the NRAEF Restaurant Ready Assessment System are provided "AS IS" and that NRAEF and ATP assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user content, files, links, communications, or other Registered User data. You agree to use the System at your own risk. In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. NRAEF and ATP reserve the right to authorize the creation of a Registered User account to use the NRAEF Online Training System. Violation of the Terms of Use of any of the terms below will result in the termination of your account.

2. Privacy Policy

NRAEF and ATP will not share any personally identifiable information submitted to the NRAEF Restaurant Ready Assessment System with any third party entity as

applicable by law. NRAEF may share compiled data as required for federal reporting. Internally, NRAEF and ATP will only use stored Registered User information to facilitate NRAEF's efforts to conduct online training and to test for the functionality of the NRAEF Restaurant Ready Assessment System. NRAEF and ATP are not legally responsible for any loss of data or content contained within the NRAEF Restaurant Ready Assessment System.

3. Account Terms

In consideration of your use of the Service, you agree to:

- (a) provide true, accurate, current and complete information about yourself ("your account") as prompted by the NRAEF Restaurant Ready Assessment System registration form
- (b) maintain and promptly update your account to keep it true, accurate, current, and complete
- (c) use the access provided by your account by yourself alone – a single login shared by multiple people is not permitted
- (d) accept responsibility for all Content posted and activity that occurs under your account
- (e) maintain the security of your account and password. NRAEF and ATP cannot and will not be liable for any loss or damage caused by failure to comply with the maintenance of account security.
- (f) not use the NRAEF Restaurant Ready Assessment System or perform activity under your user account that is violates the laws in your jurisdiction or violates the Terms of Use (including but not limited to copyright laws)

To use the NRAEF Restaurant Ready Assessment System, you will need to register with the System via the online registration portal to obtain an account and password. You will receive a password and account designations upon completing the registration process. You are solely responsible for maintaining the confidentiality of your account and password. Changing your account password on a regular basis to maintain account security is highly recommended and is your responsibility. Furthermore, you are responsible for all activities, charges, and liabilities associated with your account. You may not transfer your account to another person. You are responsible for the conduct, use, and access to your account, and the consequences of any misuse. You agree to (a) notify NRAEF and/or ATP of any unauthorized use of your password or user identification and any other breach of security, and (b) ensure that you exit from your account at the end of each session (such as closing the browser or browser tab). NRAEF and/or ATP cannot and will not be responsible for any loss or damage arising from your failure to comply with these terms. As a registered user

and participant in the NRAEF Online Learning System, you may not copy and/or reprint any materials, quizzes, exams, assignments, or any other content without expressed written consent from NRAEF or ATP.

4. User Content

Any User Content that you upload or otherwise make available into the NRAEF Restaurant Ready Assessment system is and remains your sole property or the property of your licensors. By uploading or otherwise making available any User Content, you automatically grant and/or warrant that the owner has granted ATP, the perpetual royalty-free, non-exclusive right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the User Content through the channel into which you have uploaded the User Content.

5. Copyright

You acknowledge the NRAEF Restaurant Ready Assessment System website, services, and any underlying technology used in connection with the NRAEF Online Learning System, and all software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos, and other data (collectively, the "Content") available within the NRAEF Restaurant Ready Assessment System are provided by NRAEF and ATP or third-party providers and are the copyrighted works of NRAEF, ATP, and/or such third parties. Except as expressly authorized by NRAEF, ATP, or such third parties in these terms, or as may be posted on related services, you may not copy, reproduce, publish, distribute, modify, create derivative works of, rent, lease, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit any part of the content or the services, in whole or in part. You may not store any significant portion of any content or the services owned by, or licensed to NRAEF and ATP in any form, whether archival files, computer-readable files, or any other medium.

6. Downloading and Printing Content

We encourage you to download and print a reasonable number of copies of content for noncommercial personal or educational use only; provided that:

- (i) any permitted copies of content contain, in an unmodified form, any copyright or other proprietary rights notices contained in the content and an original source attribution to NRAEF, ATP, or other original source, and the applicable URL
- (ii) you acknowledge that NRAEF, ATP, and/or third-party providers remain the owners of the content and that you do not acquire any intellectual property rights in such content by downloading or printing the content

7. Links

Some links on the NRAEF Restaurant Ready Assessment System lead to sites maintained by independent site owners not affiliated with NRAEF or ATP. Because NRAEF and ATP have no control over these sites, NRAEF and ATP are not responsible for such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites except where noted. As such, NRAEF and ATP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any User or other content, goods, or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between NRAEF, ATP, and the linked sites. Any reference to other companies do not imply any partnership, joint venture, or other legal connection where NRAEF and/or ATP would be responsible for the actions of their respective owners.

8. Digital Storage

The NRAEF Restaurant Ready Assessment System should not serve as resource to explicitly store digital files or any other digital content. Any content uploaded to the NRAEF Restaurant Ready Assessment System should be done at your own risk. No guaranty or warranty is made that any uploaded User content will be backed up or saved for any duration of time. You are encouraged to retain copies of your digital content on your computer. NRAEF and/or ATP cannot and will not be responsible for any loss of uploaded User's digital content.

9. Conduct

You may only access the NRAEF Restaurant Ready Assessment System and use it for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the services.

You agree that you will not:

- (a) use the services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local, state, Federal, or international law or regulation, including, but not limited to, export control laws and regulations governing the transmission or retransmission of technical data from the United States
- (b) upload, post, e-mail, or otherwise transmit any unlawful, threatening, libelous,

- harassing, defamatory, vulgar, obscene, pornographic, profane, invasive of another's privacy, hateful, or ethnically, racially or otherwise objectionable User Content
- (c) upload, post, email, or otherwise transmit any malicious or harmful computer code while using the Service to the System, or to other users, including without limitation: viruses, worms, and trojans
 - (d) upload, post, e-mail, or otherwise transmit any User Content that you do not have a right to transmit
 - (e) upload, post, e-mail, or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party
 - (f) alter, damage, or delete any content or other communications that are not your own or to otherwise interfere with the ability of others to access or use the NRAEF Online Learning System
 - (g) disrupt the normal flow of communication or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges
 - (h) claim a relationship with or to speak for any individual, business, association, institution, or other organization for which you are not authorized to claim such a relationship
 - (i) upload, post, e-mail, or otherwise transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other users including, without limitation: junk mail, spam, chain letters, or pyramid schemes
 - (j) interfere with or disrupt the services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the services
 - (k) collect or store personal data about other users
 - (l) reproduce, duplicate, copy, use, distribute, sell, resell, or otherwise exploit for any commercial purposes, any portion of NRAEF Restaurant Ready Assessment System websites and/or services

You acknowledge that NRAEF and ATP does not pre-screen User Content, but that NRAEF and ATP shall have the right (but not the obligation) in its sole discretion to refuse or move any User Content that is available through any channel. Without limiting the foregoing, NRAEF and ATP have the right to remove any User Content that violates the Terms of Use or is otherwise objectionable. You agree and acknowledge that NRAEF and ATP may preserve User Content and may disclose User Content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce the Terms of Use, respond claims that any User Content violates the rights of third parties or protect the rights, property or personal safety of NRAEF, ATP, its users, and the public.

10. Indemnification

You agree to indemnify and hold NRAEF and ATP, and its affiliates, officers, agents, partners, and employees, harmless from any claim or demand, including attorney's fees, made by any third party due to or arising out of User Content you submit, post to, email, or otherwise transmit through the services, your use of the services, your connection to the services, or your breach of the Terms of Use.

11. Local Laws; Export Control

ATP maintains, controls, and operates the NRAEF Restaurant Ready Assessment System for the sole use of NRAEF within the United States. If you use the NRAEF Restaurant Ready Assessment System from other locations, you are responsible for compliance with applicable local laws, including, but not limited to, export and import regulations of other countries. Unless otherwise explicitly stated, all marketing or promotional materials found on the NRAEF Restaurant Ready Assessment System are solely directed to individuals, companies, or other entities located in the United States.

12. Modifications to the Service

NRAEF and ATP reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the NRAEF Restaurant Ready Assessment System, its websites, related channels or the services (or any part thereof) with or without notice. You agree that NRAEF and ATP will not be liable to you or to any third party for any modification, suspension, or discontinuance of the services.

13. Termination

You may discontinue your participation in and access to the services at any time. The Terms of Use will continue to apply to all past use of the Services by you, even if you are no longer using them. You acknowledge and agree that NRAEF, ATP, and their affiliates may terminate or block your use of all or part of the services and NRAEF Online Learning System, without prior notice for any reason, including, without limitation, if NRAEF and/or ATP believes you have engaged in conduct prohibited by this Terms of Use. You agree that upon termination or discontinuance for any reason, we may delete all information/User Content related to you on the Services and may bar your access to NRAEF and ATP websites and channels and use of the services.

14. General

The failure of NRAEF or ATP to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. The Terms of

Use constitutes the entire agreement between you and NRAEF and ATP, and governs your use of the NRAEF Restaurant Ready Assessment System, superseding any prior agreements between you, NRAEF, and ATP (including, but not limited to, any prior versions of the Terms of Use). You expressly understand and agree that ATP shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from: (i) the use or inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received while using the Service; (iii) unauthorized access to or alteration of your transmission or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

15. Contact

To ask questions about these Terms of Use, or to report a violation, communication should be directed to service@atplearning.com.