

Terms & Conditions

Terms and Conditions for Roma's Italian Kitchen

Introduction:

These Website Standard Terms and Conditions written on this webpage shall manage your use of our website, romaserie.com accessible at <https://www.romaserie.com/>

These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions.

Intellectual Property Rights:

Other than the content you own, under these Terms, Roma's Italian Kitchen and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted limited license only for purposes of viewing the material contained on this Website.

Restrictions:

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sub-licensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being access by you and Beth's Burger Bar, LLC may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

Your Content:

In these Website Standard Terms and Conditions, "Your Content" shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant Beth's Burger Bar, LLC a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party's rights. Roma's Italian Kitchen reserves the right to remove any of Your Content from this Website at any time without notice.

Your Privacy:

Please read Privacy Policy.

No warranties:

This Website is provided "as is," with all faults, and Roma's Italian Kitchen express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

Limitation of liability:

In no event shall Roma's Italian Kitchen, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. Roma's Italian Kitchen, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

Indemnification:

You hereby indemnify to the fullest extent Roma's Italian Kitchen from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

Severability:

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without

affecting the remaining provisions herein.

Variation of Terms:

Roma's Italian Kitchen is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

Assignment:

The Roma's Italian Kitchen is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement:

These Terms constitute the entire agreement between Roma's Italian Kitchen and you in relation to your use of this Website, and supersede all prior agreements and understandings.

Governing Law & Jurisdiction:

These Terms will be governed by and interpreted in accordance with the laws of the State of us, and you submit to the non-exclusive jurisdiction of the state and federal courts located in us for the resolution of any disputes.

Privacy Policy

Roma's Italian Kitchen PRIVACY POLICY (LAST UPDATED APRIL 21, 2024)

This Privacy Policy describes how Roma's Italian Kitchen and its subsidiaries and affiliates in North America ("Roma's Italian Kitchen", "we", "our", "us") may collect, use, and disclose personal information of visitors who access our websites that link to this Privacy Policy, as well as other personal information about our customers. Those websites, our restaurants, and our related service offerings are referred to in this Privacy Policy as our "Services." By using our Services or otherwise providing personal information to us, you consent to the collection, use, disclosure and other handling of personal information as described in this Privacy Policy.

COLLECTION OF INFORMATION

INFORMATION YOU PROVIDE

When you visit or interact with the Services, Roma's Italian Kitchen may obtain certain personal information from you, such as:

- Names, addresses, contact numbers, and email addresses;
- Records of your orders and other transactions with us;
- Credit/debit card number(s) and account information, including associated billing address(es) and expiration date(s);
- Information provided via surveys, focus groups, and/or other marketing research efforts;
- Employer and/or other company affiliations (e.g., employer names, titles, work addresses, and other contact information);
- Job application information (e.g., resume, employment and educational history, references);
- Precise location;
- Other information described in the Information Collected Automatically section below (some of which is personal information).

We may also create inferences from this information or from other personal information we hold. If you submit someone else's personal information to us (e.g., someone else's contact information), you represent that you are authorized to provide this information to us. **INFORMATION COLLECTED AUTOMATICALLY** We may collect certain information about you automatically when you visit or use our online Services. This information may include your IP address, device identifier, browser characteristics, operating system details, language preference, referring URLs, length of visits, and pages viewed. We automatically collect this information using various tools and technologies such as cookies and web server logs. A cookie is a piece of data that a website can send to your browser, which may then be stored on your computer, sometimes with a tag that identifies your computer. Many web browsers are set to accept cookies by default, but you may be able to set your browser to notify you before you receive a cookie, or to remove or reject cookies. Please note that disabling cookies may affect the availability and functionality of our online Services and other websites.

We may also use certain third-party web and mobile app analytics services – including but not limited to Google Analytics (opt out by installing Google Analytics' opt-out browser add-on, and opt out of interest-based Google ads using Google's Ads Settings), Twitter Analytics, and Facebook Custom Audiences – to help us understand and analyze how visitors use the

online Services and serve ads on our behalf across the Internet. We've implemented Google Analytics Advertising features such as re-marketing with analytics, interest-based advertising, demographics and interests reporting, user segment analysis, look-alike modeling and impression reporting. We and third-party vendors may use first-party cookies or other first-party identifiers as well as third-party cookies or other third-party identifiers to provide Beth's Burger Bar, LLC with insight into behavior information relating to inferred visitor age, gender, and interests, and to deliver advertisements to you, create a profile of you, measure your interests, detect your demographics, detect your location, personalize content, and detect online behaviors such as site visitation, dwell time and actions taken. For more information on how the Google Marketing Platform uses the data collected through the online Services, visit: www.google.com/policies/privacy/partners/.

USE OF INFORMATION

We may use personal information we obtain about you to:

- facilitate and personalize your user experience and improve the Services;
- conduct statistical analysis of the content, layout, and features of the Services for our marketing purposes;
- communicate with you regarding our restaurants and other Services;
- respond to your requests or inquiries;
- register you for accounts on the Services;
- register you for our email and postal mailing lists or for promotions or offers conducted in connection with the Services;
- process payment information for online food orders or online purchases through our merchandise or gift card store;
- respond to job inquiries and job applications submitted by you;
- process your fundraiser applications;
- send marketing information to you, such as promotional offers or information about new product offerings, programs, or restaurant openings;
- provide location services;
- prevent, investigate, identify, stop, or take any other action with regard to suspected or actual fraudulent or illegal activity, or any activity that violates our policies; or
- for any other purpose, with your consent where appropriate.

SHARING OF INFORMATION

We may share your personal information with our third-party service providers for a variety of reasons, such as fulfilling orders, assisting with promotions, performing website analytics, delivering relevant marketing messages and advertisements, providing technical services, and otherwise carrying out any of the uses and disclosures described in this Privacy Policy. We generally require our service providers to provide at least the same or equal protection of user data as stated in this Privacy Policy.

Some of the third-party service providers (for example, those mentioned in the "Information Collected Automatically" section above) may view, edit, or set their own tracking technologies/ cookies.

We may also publicly post on our online Services certain user-generated content you submit to us.

In the event of a business transaction, such as if we sell or transfer all or a portion of our business or assets (e.g., further to a merger, reorganization, liquidation, or any other business transaction, including negotiations of such transactions), we reserve the right to disclose any information we obtain through the Services. You acknowledge that such transfers may occur and are permitted by this Privacy Policy. To the extent legally permitted, the acquiring party may use the information pursuant to their own privacy policy instead of this one.

We may also disclose personal information when required by subpoena, search warrant, or other legal processes, or in response to activities that are unlawful or a violation of Roma's Italian Kitchen rules for use of the Services, or to protect and defend the rights or property of Beth's Burger Bar or others.

CHILDREN'S PRIVACY

The online Services are not intended for, and are not intentionally targeted to, children under 13, and we do not knowingly request or collect personal information from any person under 13 years of age through the Services. If we learn that the online Services have received personal information directly from a child who is under the age of 13, we will delete the information in accordance with applicable law.

Please keep in mind that if you delete cookies or refuse to accept them, you might not be able to use all of the features on our website, you may not be able to store your preferences, and some of our pages may not display properly.

Individuals in Canada have certain legal rights to do the following with personal information we handle:

- obtain a copy of the personal information, subject to applicable exceptions;
- update or correct the information when necessary; and
- withdraw consent previously provided for the handling of the information (without affecting the lawfulness of prior use and disclosure of the information, or of uses and disclosures for which the law does not require consent).

If you wish to exercise any of these rights, please contact us as described at the end of this Privacy Policy. SECURITY We use various security measures as part of an effort to protect your personal information from loss, theft, misuse, unauthorized access, disclosure, alteration, and destruction. Nevertheless, transmission and storage are not completely secure (whether online or offline) and we cannot guarantee the security of your information. Right to Information: You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months:

- The categories of personal information about you that we collected and disclosed.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or “selling” that personal information as that term is defined under the CCPA.

- The categories of third parties with whom we share that personal information.
- If any personal information was “sold,” details about the categories of personal information sold and the categories of the recipients in those situations.

Right to Access: Subject to certain exceptions, you have the right to request that we provide to you a copy of the specific pieces of information we collected about you in the 12 months preceding your request. Right to Delete: You have the right to request that we delete, the personal information about you that we collected and retained, unless an exemption applies. For example, we may deny your deletion request should the information be necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, or take other actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Exercise free speech or ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Debug to identify and repair errors that impair existing intended functionality.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

While you have the right to make a deletion request at any time, kindly note that processing this right would cause you may lose any promotional offers provided as a result of maintaining a Beth’s Burger Bar Rewards account with us. This may include any benefit provided through the exclusive use of Rewards account, like any accrued points, prizes, and promotional coupons.

If you would like to submit a request for information, access or deletion, you may:

- Email us at info@visitscott.com
- Contact us at <https://www.romaserie.com/> Request: Only you, or someone authorized to act on your behalf, may make a verifiable request related to your personal information. You may also make a verifiable request on behalf of your minor child.

You may only make a verifiable request for access twice within a 12-month period. The verifiable request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable request does not require you to create an account with us. Extension: Roma's Italian Kitchen will make an effort to fulfill verified requests within 45 days of receipt. However, the period for responding to your verified request may be extended, based on the complexity and the number of requests received. If this extension is required, Beth's Burger Bar will communicate the extension and the reason(s) for the delay within 45 days of receiving the request.

Because our use of third-party services identified in the "Information Collected Automatically" section above may constitute a "sale" under the CCPA, we also encourage you to also exercise all of the choices available there from every browser that you use to access our websites. We cannot provide a guarantee about how the third parties will respond to such to such actions. Nondiscrimination: You also have certain rights under the CCPA not to be subject to certain negative consequences for exercising CCPA rights.

LINKS TO OTHER WEBSITES AND SERVICES

The Services may offer links to websites and other services that are not maintained by Beth's Burger Bar. By visiting one of these linked websites or services, you are subject to their privacy and other policies. We are not responsible for, or able to monitor or control, the policies and practices of other companies.

CHANGES TO Roma's Italian Kitchen PRIVACY POLICY

From time to time, <https://www.romaserie.com/> may change this Privacy Policy. Changes will be indicated by the "Last Updated" date at the top of this page. CONTACT US For questions or complaints about this Privacy Policy or our handling of personal information, you may contact our Privacy Team at info@visitscott.com or via postal mail at:

Attn: Privacy Officer

Roma's Italian Kitchen

2225 Downs Drive, 6th Floor Executive Suites, Erie, PA 16509

Refund Policy

We hold ourselves to a high standard when choosing an item to add to our online portfolio. We guarantee that your Beth's Burger Bar items will be free of any manufacturing or product defect.

We inspect every item included in your purchase for quality and accuracy before it is packaged and shipped. If there is a quality issue with your order, you may return it in new condition with the original packaging for a refund or exchange of the same item. Understandably, once your order has entered the production phase, we are unable to accept cancellations or changes.

We want your order to be just the way you envision it so please review all of your information before submitting your order. You are always welcome to contact us <https://www.romaserie.com/> if you have questions regarding products, before placing your order.

If you find that there is a quality issue with your order, please contact us at [e https://www.romaserie.com/](https://www.romaserie.com/) with ATTN: Customer Service for detailed return policy information and instructions. Customer Service is available Monday through Friday 8AM to 5 PM EST. All refunds and exchange requests must be made within 14 days of receipt. Please ensure that item is returned in "NEW" condition.

For your protection, we suggest that all items being returned at our customer's expense be sent by a traceable carrier. Remember to include a copy of your packing slip in the shipment.

Gift cards and e-gift cards cannot be returned or exchanged, except where required by law. Please return your order, with packing slip to:

Roma's - Returns

2933 West 12th Street Erie PA 16505