

Weber Grill Restaurants LLC and its subsidiaries and affiliates (“Weber Grill Restaurants,” “Weber Grill Restaurant,” or “WGR”), require that all visitors to this Web site and/or our mobile website adhere to the following terms and conditions of use. By accessing and using the Site, you agree, on your own behalf and on behalf of any corporation or other legal entity that you represent or for which you access the Site (your “Company”), to be bound by and comply with the following terms and conditions of use (these “Terms”) and to comply with all applicable laws and regulations. If you do not agree to these Terms, you are not authorized to use the Site.

1. CHANGES TO THESE TERMS AND THE SITE

We may change these Terms at any time, and all such changes are effective immediately upon notice, which we may give by any means, including, but not limited to, by posting a revised version of these Terms or other notice on the Site. You should view these Terms often to stay informed of changes that may affect you. Your use of the Site constitutes your continuing agreement to be bound by these Terms, as they are amended from time to time. We expressly reserve the right to make any changes that we deem appropriate from time to time to the Site or to any information, text, data, databases, graphics, images, sound recordings, audio and visual clips, logos, software, opportunities, features, services, and other materials within the Site (all such materials, and any compilation, collection, or arrangement thereof, the “Content”).

2. PRIVACY POLICY

Information that you provide to us or that we collect about you and your Company through your access to and use of the Site is subject to our Privacy Policy, the terms of which are hereby incorporated by reference into these Terms. We encourage you to read and become familiar with our Privacy Policy.

3. INTELLECTUAL PROPERTY

You understand and agree that we own, or (where applicable) we have lawfully licensed from third parties, all right, title, and interest in and to the Site and all the Content. You acknowledge and agree that the Content constitutes valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest by accessing or using the Site or the Content. Such intellectual property and proprietary rights may include, but are not limited to, copyrights, trademarks and service marks, trade dress, and trade secrets, and all such rights are the property of Weber Grill Restaurants or its licensors and content providers.

4. LICENSE TO ACCESS AND USE

4.1 You may access and use this Site only for your personal use (or, if accessing the Site on behalf of a Company, only your Company’s own internal use). Any other access to or use of the Site or the Content constitutes a violation of these Terms and may violate applicable copyright, trademark, or other laws. We make no representation that Site or Content is appropriate or available for use in locations other than the United States. If you choose to access this Site from locations other than in the United States, you do so at your own initiative, at your own risk, and are responsible for complying with applicable local laws.

4.2 You may not access, use, or copy any portion of the Site or of the Content through the use of bots, spiders, scrapers, web crawlers, indexing agents, or other automated devices or mechanisms. You agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within any of the Content. Except as expressly authorized by us in writing, in no

event will you reproduce, redistribute, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of the Site or the Content or any access to or use of the Site or the Content.

5. RESTRICTIONS ON ACCESS

5.1 You represent and agree that all information that you provide to us in connection with your access to and use of the Site is true, accurate, and complete to the best of your knowledge and belief. Weber Grill Restaurant reserves the right, in its sole discretion, to terminate your access to all or part of the Site, without notice or liability, for any reason, including, but not limited to: (a) the unauthorized use of any username or password; or (b) the breach of any agreement between you and Weber Grill Restaurants, including, without limitation, these Terms. Following any such termination of access, you will continue to be bound hereunder to the fullest extent applicable.

5.2 Upon being notified that your access is terminated, you must destroy any materials you have obtained from the Site. You may not access the Site after your access is terminated without our written approval. After terminating your access, Weber Grill Restaurants will retain all rights, including all intellectual property rights, proprietary rights, and licenses retained in these Terms, and the limitations upon your use and treatment of Content will remain in full force.

6. USER CONDUCT

In connection with your access and use of the Site and that of any person authorized by you to access and use the Site, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, including all applicable local rules regarding online conduct. Specifically, in connection with your use of the Site, neither you nor the Company may cause or permit any person to do any of the following:

- (a) use the Site or Content for any unlawful purpose;
- (b) use the Site to post or transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- (c) impose an unreasonably or disproportionately large load on the Site or otherwise interfere with or inhibit any other user of this Site from using or enjoying the Site;
- (d) use the Site to post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind;
- (e) use the Site to post or transmit any information which is invasive of another's privacy or publicity rights or that otherwise violates or infringes in any way upon the rights of others; and
- (f) use the Site to post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication.

7. SUBMISSIONS

7.1 By disclosing or offering any information to us, including comments, computer files, documents, graphics, suggestions, ideas, or other information (each, a "Submission"), either through your use of the Site or otherwise, you authorize Weber Grill Restaurants to make such copies thereof as we deem necessary, including to facilitate the posting and storage of the Submission on the Site. By making a Submission, you automatically grant, and you represent and warrant that you have the right to grant, to Weber Grill Restaurants an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, adapt, publish, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Submission for any purpose,

commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Submission, and to grant and authorize sublicenses of the foregoing.

7.2 By making a Submission, you represent that you have all requisite rights to, and are authorized to disclose, all of the information contained in the Submission. You are fully responsible for any Submission you make and for the legality, reliability, appropriateness, and originality thereof.

7.3 If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting or distribution of it via this Site, please see the section below titled "Copyright Policy."

8. SECURITY

Weber Grill Restaurants takes such commercially reasonable measures as it deems appropriate to secure and protect information transmitted to and from the Site. Nevertheless, we cannot and do not guarantee that any such transmissions are or will be totally secure. You are responsible for maintaining the confidentiality of any information about you, including any username and any password used in connection with your use of the Site. Weber Grill Restaurants will not be liable for any loss or damage arising from the unauthorized use of your username or password.

9. HYPERLINKS

9.1 This Site may include hyperlinks to other websites which are not maintained by Weber Grill Restaurants. We are not responsible for the content of such external websites and we make no representations whatsoever concerning the content or accuracy of, opinions expressed in, or other links provided by such websites. The inclusion of any hyperlink to external websites does not imply endorsement by Weber Grill Restaurants of those websites or any products or services referred to therein. The terms of service and privacy policies applicable to external websites may be different from those applicable to our Site. If you decide to access any external website through a link within our Site, you do so entirely at your own risk, and Weber Grill Restaurants will have no liability for any loss or damage arising from your access or use of any external website. Since Weber Grill Restaurants is not responsible for the availability of these websites, or their contents, you should direct any concerns regarding an external website to the administrator of that website. You agree that you will bring no suit or claim against us arising from or based upon any such use of external websites. Hyperlinks to other websites that are provided on the Site are not intended to imply that: (a) we are affiliated or associated with any external website; or (b) any linked site is authorized to use any of our trademarks, trade names, logos, or copyrights.

9.2 Images of the Weber Grill Restaurants logo can only be used for linking purposes and can only be made with our express written permission. By linking to the Site, you agree that you will not misrepresent your relationship with us or present false or misleading impressions about us. No hyperlinks to the Site may be used in a manner that implies or suggests that Weber Grill Restaurants approves or endorses you, your website, or your goods and services. We will have no responsibility or liability for any content appearing on your website. No hyperlink may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

9.3 We reserve the right, at any time and in our sole discretion, to request that you remove from your website all hyperlinks or any particular hyperlink to the Site. We may at any time, in our sole discretion,

with or without cause, withdraw the permission granted herein to use the Weber Grill Restaurants logo and your right to link to any pages on the Site. Upon our request, you agree to immediately remove all hyperlinks to the Site and to cease using the Weber Grill Restaurants logo for linking purposes. Thereafter, your posting of any future hyperlinks to the Site will require our express written permission.

10. SMS TERMS AND CONDITIONS

Please read these terms and conditions carefully. By clicking the box or advertisement to sign up for one or more text messaging programs, you expressly consent to receive non-marketing and marketing text messages from Weber Grill Restaurants LLC (“Company”) and others texting on its behalf, including text messages made with a 3rd party IP service at the telephone number(s) that you provide. You may opt-out of these communications at any time, and consent to receive marketing text messages is not required to purchase any goods or services. You also accept and agree to be bound by these SMS Terms and Conditions, the Website Terms of Service, our Privacy Policy and any other applicable terms and agreements related to your use of Company’s services. The company may use a 3rd party IP service to deliver company text messages to you. Company text messages are intended to provide you with information about upcoming company’s goods and services (e.g., Company-sponsored events, recipes, coupons, promotions, product launches, sweepstakes, and contests).

10.1 Cost

Message and data rates may apply to each text message sent or received in connection with Company text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. Company does not impose a separate fee for sending Company text messages.

10.2 How to Opt-In

To opt-in to receive text messages from a Company text messaging program(s), please follow the instructions provided by the specific advertising from which you wish to receive messages.

10.3 How to Opt-Out

To stop receiving text messages from a specific Company text messaging program, text STOP to the phone number for the text messaging program from which you no longer wish to receive message (i.e., the ten digit number from which its text messages are being sent). You will then receive confirmation of your opt-out of that text messaging program. This will only opt you out of the specific text messaging program associated with that ten digit number. You will remain opted in to other Company text messaging programs, if applicable.

10.4 Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you provide. You agree to indemnify Company in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify Company if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

10.5 Access or Delivery to Mobile Network is Not Guaranteed

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile

network services, are outside of Company's control, and Company is not responsible or liable for issues arising from them.

10.6 Support/Help

To request more information, text HELP to the ten digit number for the text messaging program about which you have questions (i.e., the ten digit number from which its text messages are being sent).

10.7 Eligibility

To receive Company text messages, you must be a resident of the United States and 18 years of age or older. Company reserves the right to require you to prove that you are at least 18 years of age.

10.8 Changes to Terms and Conditions

Company may revise, modify, or amend these SMS Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to Company's website. You agree to review these SMS Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive Company text messages will indicate your acceptance of those changes.

10.9 Termination of Text Messaging

Company may suspend or terminate your receipt of Company text messages if Company believes you are in breach of these SMS Terms and Conditions. Your receipt of Company text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. Company reserves the right to modify or discontinue, temporarily or permanently, all or any part of Company text messages, with or without notice.

10.10 Communications and Consent to Electronic Notices

You may communicate with Company via postal mail, telephone, and our website. Company may issue notices via these various channels, including by sending e-mail to an address you provide. You agree that such notices shall have legal effect. You also agree that notices sent by e-mail satisfy any requirement that notices be provided in writing. If you do not agree, do not use Company products or services. You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, Company will provide you with paper copies upon request. You may make such a request via [any of the channels listed above]. If you withdraw your consent, Company reserves the right to terminate your use of Company's products or services. To receive, access, and retain the notices that Company sends via e-mail, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print, or download and store, e-mails and PDF files. By accepting these terms, you confirm that you are able to receive, access, and retain the notices that Company may send.

10.11 Contact Us

If you have questions regarding these SMS Terms and Conditions, please reach out to us by submitting a "contact us" form on the Company website.

10. USE OF TRADEMARKS

Except for the limited permission to use the Weber Grill Restaurants logo as set forth in these Terms, you may not, without our express written permission, use any of Weber Grill Restaurants trademarks or service marks for any other purpose.

11. DISCLAIMER

THE USE OF THIS SITE BY YOU AND YOUR COMPANY IS AT YOUR AND ITS SOLE RISK. ACCORDINGLY, THE SITE AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, WEBER GRILL RESTAURANTS AND ITS AFFILIATES AND CONTENT-PROVIDERS DO NOT WARRANT THAT: (a) THE USE OF THIS SITE OR ANY THIRD PARTY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (b) THAT THE USE OF THIS SITE OR ANY SUCH THIRD PARTY WEBSITE WILL ALLOW YOU TO OBTAIN ANY PARTICULAR RESULTS WHATSOEVER; (c) THE CONTENT OR ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THIS SITE OR ANY THIRD PARTY WEBSITE ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, OR OF ANY PARTICULAR VALUE OR QUALITY; (d) THAT ANY DEFECTS IN THE SITE OR IN THE CONTENT WILL BE CORRECTED; OR (e) THAT THE SITE AND THE CONTENT ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS.

12. LIMITATION OF LIABILITY

12.1 In no event will Weber Grill Restaurants, its contractors, suppliers, content-providers, and other similar entities, and the officers, directors, employees, representatives, and agents of each of the foregoing (collectively, our "Contractors"), be liable to you, your Company, or any third party for any losses or damages, alleged under any legal theory, arising out of or in connection with: (a) your use of, or reliance on, the Site or the Content; (b) our performance of or failure to perform our obligations in connection with these Terms; (c) the defamatory, offensive, or illegal conduct of other users of the Site or of third parties; or (d) your purchase or use of any goods or services provided by third parties.

12.2 Under no circumstances will Weber Grill Restaurants or our Contractors be liable to you, your Company, or any third party for any indirect, consequential, incidental, punitive, special, or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to property, loss of use, business interruption, and claims of third parties) arising out of or in connection with these Terms or the use of the Site or the Content, or the transmission of information to or from the Site over the Internet, even if we were advised, knew, or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of Weber Grill Restaurants and the Contractors will be limited in accordance with these Terms to the extent permitted by law.

12.3 Without limiting any of the foregoing, if Weber Grill Restaurants or any of the Contractors is found liable to you or to any third party as a result of any claims or other matters arising under or in connection with these Terms, the Site, or your use of the Site, the maximum liability for all such claims and other matters will not exceed \$100 in any calendar year.

13. INDEMNIFICATION

13.1 You agree to defend and indemnify Weber Grill Restaurants, and our officers, directors, employees, representatives, and agents, against all claims, demands, suits, or other proceedings, and all resulting loss, damage, liability, cost, and expense (including reasonable attorneys' fees), made by any third party arising out of: (a) content, data, or information that you submit, post to, or transmit through the Site; (b) your access to and use of the Content, the Site, and other materials, products, and services available on or through the Site and Weber Grill Restaurants; (c) your violation of these Terms; (d) your violation of

any rights of any third party; (e) your website; and (f) any unauthorized use of a username, password, or account number. We reserve, and you grant to us, the right to assume the exclusive defense and control of any matter subject to indemnification by you.

14. JURISDICTION

These Terms will be construed and enforced in accordance with the laws of the State of Illinois. Each of you and your Company submits to personal jurisdiction in Illinois, and any cause of action arising under these Terms or otherwise involving this Site will be brought exclusively in a court in Cook County, Illinois. The Site is controlled and operated by Weber Grill Restaurants from within the United States of America, and is intended for use only by residents of the United States and Canada. Weber Grill Restaurants makes no representations or warranties that the Content or the Site is appropriate or lawful in any foreign countries, or that any items or applications offered for sale or download through links on the Sites will be available outside the United States or Canada. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export or re-export any content downloaded from the Site or any copy or adaptation of such content, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

15. WAIVER OF JURY TRIAL

YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS AND THE MATTERS CONTEMPLATED HEREBY.

16. MISCELLANEOUS

16.1 These Terms and the Privacy Policy (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of the Site and the Content.

16.2 Our electronically or otherwise properly stored copy of these Terms will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms.

16.3 Any provisions of these Terms that are reasonably inferable to have been intended to survive termination (including, but not limited to, any provisions regarding limitation of our liability or indemnification) will continue in effect beyond any such termination of access to this Site.

16.4 These Terms do not confer any rights, remedies, or benefits upon any person other than you.

16.5 We may assign our rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without our prior written consent.

16.6 Our waiver of any breach of these Terms will not be a waiver of any preceding or subsequent breach thereof.

16.7 If any provision of these Terms is held to be invalid or unenforceable, that provision will be stricken and will not affect the validity and enforceability of any remaining provisions.

16.8 Possible evidence of use of the Site for illegal purposes will be provided to law enforcement authorities.

16.9 Discontinuation of use of this Site is your sole right and remedy for any dissatisfaction with the Site or any of the Content.

17. FREQUENT DINER CLUB – TERMS OF USE

Valid for food and liquor at participating Weber Grill Restaurants.

18. OTHER AGREEMENTS

If you have entered into a separate agreement with Weber Grill Restaurants with respect to your use of the Site or any Content, that agreement will supersede these Terms to the extent they are in conflict.

19. QUESTIONS

Please contact us with any questions regarding the Site or these Terms at:

Weber Grill Restaurants LLC

Weber Grill Restaurants, LLC

1000 E. State Parkway, Suite I

Schaumburg, IL 60173

Phone/Fax 224-764-4500

Email: weberrestaurant@thewebergrill.com

BY ACCESSING AND USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS & THE PRIVACY POLICY