

**ILLINOIS RESTAURANT ASSOCIATION**  
***INTERNET CARDHOLDER POLICY STATEMENTS***

**Protecting Your Privacy**

In order to keep your personal information confidential, our online store is maintained on a secure server and all orders are transmitted over a secure connection. Data about the activity of visitors to [www.illinoisrestaurants.org](http://www.illinoisrestaurants.org) is automatically provided to the Illinois Restaurant Association. We may use or disclose information about your demographics and use of the Site in any manner that does not reveal your identity. E-mail addresses, postal addresses, telephone numbers and other personally identifying data about you is known to the Illinois Restaurant Association only when voluntarily submitted or posted to us. We may use such personally identifying information provided by you to send communication to you regarding orders placed. We may use this information to communicate advance notice of events, new products and services.

**E-mail Privacy**

We ask for your e-mail address for online purchases in order to communicate with you about your order. We do not currently rent, sell or exchange e-mail addresses received from these orders. We may use your e-mail address to communicate advance notice of events, new products and services.

**Secure Transactions**

At the Illinois Restaurant Association, protecting your transactions is a priority. To make sure your information is safely guarded, we use Secure Sockets Layer (SSL). When giving your credit card number, SSL encrypts all personal information including your card number, name and address. With this encryption, only the Illinois Restaurant Association is allowed to decode your information. How can you be sure any connection is secure? Simply look at the lower left-hand corner of your browser window after accessing a server. If you see an unbroken key or a closed lock (depending upon your browser), the SSL is active and your information is secure. You can also double-check by looking at the URL line of your browser. When accessing a secure server, the first characters of the site address will change from 'http' to 'https.' Some versions of browsers and some firewalls don't permit communication even though the server is secure. If for some reason you are unable to connect to our secure server or would rather place your order by phone, please call us toll free at 800.572.1086.

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## **Payment, Shipping & Returns**

### **Payment Options**

We accept Visa, Master Card, Discover, and American Express. Our site is a secure site, with state-of-the-art controls in place to assure that your confidential information remains private. Your credit card information is validated and processed by a third party processor; therefore, the Illinois Restaurant Association does not receive or store any credit card numbers, expiration dates or card verification codes. This is why you are asked for this information each time you return to purchase from us.

For your convenience, you may also call us toll free at 800.572.1086 to place your order.

### **Shipping Information**

The Illinois Restaurant Association is not responsible for lost or stolen merchandise shipped. This includes incorrect address information received through the online order.

### **Standard Shipping**

- Educational Material orders will be sent via 3rd party carrier with a tracking service, after 3 business days. No weekend delivery, No P.O. boxes or APO/FPO. If materials are needed faster than this, you must call our office at 800.572.1086 Monday-Friday, 8:30 a.m.-5:00 p.m.

### **Return Policy**

ALL orders placed for Events, ServSafe® Classes are final and non-refundable.

Educational Materials – Please call our offices prior to returning materials 800.572.1086. We will accept returns within 30 days of the original ORDER date (no exceptions). We will notify you via e-mail once we have received and processed the return item. Please note we cannot refund return shipping costs. Materials need to be in original resalable condition.

### **Confidentiality Policy**

The Illinois Restaurant Association would like to inform all of our customers that we do not share ANY information received. All information provided to the Illinois Restaurant Association is kept confidential, such as name, address, e-mail address, phone, etc.

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## **Legal Information and Disclaimers**

Welcome to the Illinois Restaurant Association Web Site ("Site"). Please review the following terms and conditions (collectively, "Terms of Use") that govern your use and purchase of products (collectively, "Use") of our Site. **Your Use of our Site constitutes your agreement to follow and be bound by the Terms of Use.**

### **General**

The Illinois Restaurant Association reserves the right, at any time, to modify, alter or update these Terms of Use. If any of these provisions or conditions shall be deemed invalid, void, or for any reason unenforceable, that provision or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions and/or conditions.

### **Site Contents**

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### **Links to Other Web Sites and Services**

This Site may include links to other Internet sites maintained by third parties ("Linked Sites"). The Illinois Restaurant Association provides Linked Sites to you solely as a convenience, and the inclusion of Linked Sites does not imply endorsement by the Illinois Restaurant Association of the Linked Sites. You access Linked Sites at your own risk and by accessing them you leave the Illinois Restaurant Association Site. Linked Sites are not under the control of the Illinois Restaurant Association and the Illinois Restaurant Association is not responsible for the contents of any Linked Site.

### **Privacy**

Data about the activity of visitors to this Site is automatically provided to the Illinois Restaurant Association when you visit our Site. The Illinois Restaurant Association may use or disclose information about your demographics and use of the Site in any manner that does not reveal your identity. E-mail addresses and other personally identifying data about you is known to the Illinois Restaurant Association only when voluntarily submitted or posted to us. The Illinois Restaurant Association may use or disclose to others such personally identifying data provided by you to notify and familiarize you with products and new "arrivals"

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and to answer inquiries.

### **Your Account**

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

### **Comments, Feedback and Other Submissions**

We welcome your comments and feedback regarding our Site, our products and our services. We do not, however, accept confidential or proprietary information. Accordingly, all comments, feedback, ideas, suggestions, materials, information and other submissions disclosed, submitted or offered to the Illinois Restaurant Association using this Site or otherwise (collectively, "Comments") are not confidential and will become and remain Illinois Restaurant Association property. The disclosure, submission or offer of any Comments will constitute an assignment to the Illinois Restaurant Association of all worldwide rights, titles and interests and goodwill in the Comments without payment of any compensation. Comments submitted by you must not violate any right of any third party, and must not contain any libelous, abusive, obscene or otherwise unlawful material.

### **Product Information**

The products displayed on the Illinois Restaurant Association online store can be ordered and delivered only within the United States. The prices displayed on the Site are quoted in U.S. dollars and are valid and effective only in the United States. Please note that while we have tried to accurately display the colors of products, the actual colors you see will depend on your monitor and may not be accurate.

### **Disclaimer, Limitation of Liability and Indemnity**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THIS SITE, ALL CONTENTS AND ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND "AS AVAILABLE". THE ILLINOIS RESTAURANT ASSOCIATION DOES NOT WARRANT THAT YOUR USE OF THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THIS SITE OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ALTHOUGH THE ILLINOIS RESTAURANT ASSOCIATION ENDEAVORS TO PROVIDE ACCURATE INFORMATION, IT DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR RELIABILITY OF INFORMATION ON THIS SITE. YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER THE ILLINOIS RESTAURANT ASSOCIATION NOR ITS AFFILIATED OR RELATED ENTITIES OR ITS VENDORS OR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OF CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE, OR ANY INFORMATION OR MATERIALS PROVIDED ON THE SITE. THE ILLINOIS RESTAURANT ASSOCIATION IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY MATERIALS ON THE SITE, OR WITH ANY OF THE ILLINOIS RESTAURANT ASSOCIATION TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE ILLINOIS

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**Denial of Access**

These Terms of Use constitute an agreement which is effective unless and until terminated by the Illinois Restaurant Association. If in the Illinois Restaurant Association's sole discretion you fail to comply with any term or provision of this Agreement, the Illinois Restaurant Association may deny you access to the Site. In the event of denial of access by the Illinois Restaurant Association imposed upon you with respect to material copied or downloaded, the disclaimers and limitations of liabilities set forth in these Terms of Use shall continue in force. These Terms of Use constitute the entire agreement between you and the Illinois Restaurant Association relating to the subject matter addressed herein.

**Applicable Law**

By visiting the Illinois Restaurant Association Web Site, you agree that the laws of the state of Illinois, without regard to principles of conflict of laws, will govern these Terms of Use, any transaction (including sales of products) using or related to the Site, and any dispute of any sort that might arise between you and the Illinois Restaurant Association. All proceedings relating to the Site, these Terms of Use, any transaction (including the sale of any products) using or related to the Site, or any dispute of any sort that might arise, shall be brought only in the State or Federal courts of Cook County, Chicago, Illinois and you and the Illinois Restaurant Association do hereby consent to the jurisdiction and venue of such courts.