

# Comprehensive Terms of Service & Privacy Policy

## 1. Introduction

Welcome to Dick Mondell's App ("App"), a mobile ordering platform for Dick Mondell's ("Restaurant," "we," "us," or "our"). For the purposes of these Terms, "Restaurant" includes Dick Mondell's and its associated legal entities, including but not limited to Dick Mondell's, LLC, Dick Mondell's Gainesville, LLC, Dick Mondell's Tallahassee, LLC, and Dick Mondell's Jacksonville, LLC (collectively, the "Company"). These Terms do not create any personal liability for the owners, directors, or employees of the Company. By using our App, you ("User," "you," or "customer") agree to these Terms of Service ("Terms") and Privacy Policy. If you do not agree, please do not use the App.

## 2. Terms of Service

### 2.1 Services Provided

- The App allows users to browse menus, place orders, and make payments for food and beverages from Dick Mondell's.
- All orders placed through the App are subject to acceptance by the Restaurant.
- We reserve the right to modify or discontinue services at any time.

### 2.2 User Accounts

- To use certain features, you may need to create an account.
- You are responsible for maintaining the confidentiality of your account credentials.
- You agree to provide accurate and up-to-date information.

### 2.3 Orders and Payments

- **Order Processing:** Once an order is placed, it is sent directly to the Restaurant for preparation.
- **Payment:** Payments are processed through third-party payment providers. We do not store payment details.

- **Order Confirmation:** An order confirmation does not guarantee fulfillment. The Restaurant reserves the right to cancel or modify an order due to availability or other reasons.

## 2.4 Refunds and Cancellations

- **Cancellations:** Orders may only be canceled if the Restaurant has not yet started preparing them.
- **Refunds:** Refund policies are determined by the Restaurant. If you have issues with your order, please contact the Restaurant directly.
- **No Guarantee:** We do not guarantee refunds for dissatisfaction unless otherwise stated by the Restaurant.

## 2.5 Chargebacks & Fraud Prevention

- Users agree not to file fraudulent chargebacks or payment disputes.
- If a user initiates an unauthorized chargeback, their account may be suspended or permanently banned.
- The Restaurant reserves the right to dispute chargebacks and pursue legal action against fraudulent claims.

## 2.6 Limitation of Liability

- The App is provided "as is" and "as available," without warranties of any kind, express or implied. We make no guarantees that the App will always be available, error-free, or function as intended.
- The App provides a platform for placing orders, but the Restaurant is solely responsible for food preparation, order fulfillment, and service quality.
- To the maximum extent permitted by law, **the Company is not liable for any indirect, incidental, special, or consequential damages**, including but not limited to loss of profits, loss of data, business interruption, or inability to access the App, even if we have been advised of the possibility of such damages.

## 2.7 Governing Law & Jurisdiction

- These Terms are governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.
- **All digital transactions conducted through the App shall be deemed to have occurred in Florida.**

- Any disputes arising out of or relating to these Terms or your use of the App shall be resolved exclusively in the state courts located in Alachua County, Florida.

## **2.8 Force Majeure**

- We are not responsible for delays or failures in service due to events beyond our control, including but not limited to natural disasters, internet failures, cyberattacks, labor strikes, or government regulations.

## **2.9 Prohibited Conduct**

- You agree not to misuse the App, including but not limited to:
  - Attempting to hack, scrape data, or impersonate others.
  - Engaging in fraudulent transactions, abusing refund policies, or filing unauthorized chargebacks.
  - Harassing Restaurant staff or other users.
- Violations may result in account termination and legal action.
- All trademarks, logos, and content in the App, including but not limited to menu descriptions, images, and branding, are the property of the Company. Unauthorized use, reproduction, or distribution is strictly prohibited.

## **2.10 Online Sales**

- All orders placed through the App are subject to acceptance by Dick Mondell's. We reserve the right to refuse or cancel any order at our sole discretion. If an order is not accepted, we will have no obligation to fulfill it, and any payment made will be refunded if applicable.
- Prices, discounts, promotions, and special offers displayed in the App are subject to change at any time without prior notice. We do not guarantee the availability of any specific pricing or promotion.

## **2.11 Marketing and Communications**

- By using the App, you agree to receive marketing and promotional communications from Dick Mondell's, including but not limited to emails, SMS messages, push notifications, and in-app promotions. These communications may include special offers, promotions, updates, and other relevant information about our services.
- You may opt out of marketing communications at any time by following the unsubscribe instructions provided in the messages or by adjusting your notification settings in the

App. Opting out of marketing communications will not affect transactional or service-related messages necessary for order processing and account management.

## **2.12 Indemnification**

- You agree to indemnify, defend, and hold harmless **the Company** its owners, employees, affiliates, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising from:
  - Your use of the App.
  - Your violation of these Terms of Service.
  - Your violation of any law, regulation, or third-party rights, including intellectual property or privacy rights.
- Dick Mondell's Gainesville LLC reserves the right to assume exclusive defense and control of any matter subject to indemnification by you, at your expense, and you agree to cooperate fully in the defense of any such claim.

## **3. Privacy Policy**

### **3.1 Information Collected**

- We collect personal data such as names, phone numbers, email addresses, and payment details when you use our App.
- We may also collect location data when you enable location services, such as for order deliveries, store recommendations, or location-based features.
- Usage data, such as order history and preferences, may also be collected.

### **3.2 How We Use Your Data**

- To process orders and payments.
- To improve our services and provide customer support.
- To comply with legal obligations and prevent fraud.

### **3.3 Third-Party Sharing**

- We integrate third-party services such as payment processors (e.g., Square) and analytics providers.

- **We do not control these third-party services and are not responsible for their performance, security, or data practices.**
- Users are responsible for reviewing and accepting the terms of service and privacy policies of any third-party services they interact with through the App, as these services operate independently from the Company.

### **3.4 Data Security**

- We take reasonable measures to protect user data, but we cannot guarantee absolute security.

### **3.5 User Rights**

- You may request access, correction, or deletion of your personal data by contacting us at [dickmondells@gmail.com](mailto:dickmondells@gmail.com).

### **3.6 Children Under 13**

- The Dick Mondell's App is not intended for individuals under the age of 13. If you are under 13, do not use this App. We do not knowingly collect personal information from individuals under 13. If we become aware that we have inadvertently collected personal data from a child under 13 without verified parental consent, we will take steps to delete such information as soon as possible.
- If you are a parent or guardian and believe that your child has provided personal information through our App, please contact us at [dickmondells@gmail.com](mailto:dickmondells@gmail.com) so we can take appropriate action.

## **4. Food Allergy Disclaimer**

**Warning:** The food available through this App is prepared by Dick Mondell's. While we strive to provide accurate ingredient information, we cannot guarantee that any menu item is completely free of allergens, including but not limited to peanuts, tree nuts, dairy, eggs, wheat, soy, shellfish, or gluten. Customers with food allergies or sensitivities must contact the Restaurant directly before placing an order. By using this App, you acknowledge and accept the risk of potential allergen exposure and agree that neither the Company nor the App developers are responsible for any adverse reactions.

## **5. ADA Compliance Statement**

We are committed to making Dick Mondell's App accessible to all users, including individuals with disabilities. We strive to follow Web Content Accessibility Guidelines (WCAG). If you experience difficulties using the App or have accessibility concerns, please contact us at [dickmondells@gmail.com](mailto:dickmondells@gmail.com) so we can improve our services.

## **6. Consent to Marketing Communications**

- By using the App and creating an account, you expressly consent to receive marketing and promotional communications from Dick Mondell's, which may include emails, push notifications, and other forms of electronic communication. Please note, however, that SMS messages will be sent only for the purpose of account sign-up and verification. You acknowledge that providing your contact information (such as your phone number and email address) is voluntary and is solely used for the purpose of sending you these communications.
- You understand that your consent is not a condition of purchasing any products or services. If you decide at any time that you no longer wish to receive these communications (except for essential account-related SMS messages), you may opt out by following the unsubscribe instructions provided in the messages, adjusting your notification settings within the App, or modifying the notification settings on your mobile device.

## **7. Changes & Contact Information**

- By using the App, you acknowledge and agree that these Terms of Service and Privacy Policy may be updated at our sole discretion. The most current version of the Terms will be available at <https://dick-mondells-terms-and-privacy.s3.us-east-2.amazonaws.com/Terms+of+Service+&+Privacy+Policy.pdf>
- Your continued use of the App after any changes to the Terms constitutes your acceptance of the revised Terms. If you do not agree to any updated Terms, you must discontinue using the App immediately.
- For questions about these Terms or Privacy Policy, contact us at [dickmondells@gmail.com](mailto:dickmondells@gmail.com).