Privacy Policy​

Grumpy’s Restaurant Company, LLC and its affiliates recognizes its obligation to adhere to certain standards of integrity for visitors to its website located www.GrumpysRestaurantCo.com (the “Grumpy’s Restaurant Company, LLC and Grumpy’s Restaurant Franchisor, LLC Website”).

We have developed certain privacy practices in order to maintain these standards and to comply with applicable laws, rules and regulations. If you have any questions or comments about this site, or the Privacy Policy, you should contact info@GrumpysRestaurantCo.com or call (904) 219-1741.

Grumpy’s Restaurant does not require visitors to submit personal information to visit the Grumpy’s Restaurant website; however, we do require visitors to submit personal information to register for specific online promotions or to participate in certain online programs, surveys, auctions or other transactions or activities. On a particular Grumpy’s Restaurant registration page, we may request the visitor’s date of birth, gender, email address, telephone number, and/or other contact and demographic information related to the particular promotion, program, auction, survey or transaction. If, during the registration process, Grumpy’s Restaurant does collect information on a visitors date of birth, it will calculate the visitor’s age. Grumpy’s Restaurant will not knowingly collect personal information from children 13 years of age or younger on the Grumpy’s Restaurant website. When you disclose personal information on Grumpy’s Restaurant website, you are representing to Grumpy’s Restaurant that you are 14 years of age or older. If a person 13 years of age or younger has provided personal information to Grumpy’s Restaurant, a parent or guardian should contact us at info@GrumpysRestaurantCo.com so that Grumpy’s Restaurant can remove such personal information from the Grumpy’s Restaurant active database. Grumpy’s Restaurant reserves the right to limit participation in particular programs or promotions to visitors 18 years of age or older.

The personal information that you provide will be available to Grumpy’s Restaurant, our affiliates, agents, representatives, franchisees and trusted service providers and contractors, as appropriate, to be used for the purposes indicated or inferred at the time you voluntarily provide such personal information. Grumpy’s Restaurant might also use your personal information, alone or in combination with the information submitted by other users, to improve the Grumpy’s Restaurant website’s navigation or infrastructure and in internal marketing analyses or reviews. Companies that have access to your personal information are required to protect such personal information and to use such personal information only to carry out the activities or services they are performing for you or for Grumpy’s Restaurant. Additionally, unless you notify us to the contrary, Grumpy’s Restaurant might use your personal information in the future to provide you with special offers from Grumpy’s Restaurant or its affiliates. Grumpy’s Restaurant does not sell, rent, individually post or otherwise disclose any personal information about visitors to unrelated third parties for marketing purposes. If you do not wish to allow Grumpy’s Restaurant to use your personal information in the future to provide you with special offers from Grumpy’s Restaurant or its affiliates, please contact Grumpy’s Restaurant in the manner identified below. By submitting personal information, you grant to Grumpy’s Restaurant a license to use such personal information for the purposes described in this section. If you choose to opt-out from allowing Grumpy’s Restaurant to use your personal information in the future to provide you with special offers from Grumpy’s Restaurant or its affiliates, simply click the “Opt-out” box at the time you provide personal information or contact Grumpy’s Restaurant directly at [info@GrumpysRestaurantCo.com](mailto:info@GrumpysRestaurantCo.com). Upon receipt and processing of an “opt-out” request, Grumpy’s Restaurant will, within a commercially reasonable amount of time, remove your information from any listings used to provide you with special offers from Grumpy’s Restaurant or its affiliates in the future.

Grumpy’s Restaurant may also collect non-personal information from our online visitors, such as the visitor’s type of browser, page hits, number of visits, web pages viewed, operating system and domain names, and may use cookies to obtain other non-personal information. Cookies are pieces of data sent from a web server to a web browser that enables a web server to identify users that visit a site hosted by that server. Grumpy’s Restaurant website may use cookies in order to identify you to our site so that Grumpy’s Restaurant website can provide more customized information and services to you. In general, if you choose, you can disable the use of cookies by reviewing your browser’s performance and options. The non-personal information we collect enables us to track the total number of visitors to each of our sites in an aggregate form, and is used by Grumpy’s Restaurant to improve and update our sites, products and services. Aggregate (non-personal) information may be shared with third parties. By using the Grumpy’s Restaurant website, you grant Grumpy’s Restaurant a perpetual, irrevocable, worldwide, royalty-free, sub-licensable (through multiple users) license to use, reproduce, store, modify, publicly perform, publicly display, distribute and transmit such non-personal information for any purpose, and waive any moral rights and publicity rights in such non-personal information. Grumpy’s Restaurant does not tie this non-personal information to your personal information.

If visitors send us any comments, suggestions, information, ideas, concepts, knowledge or techniques, Grumpy’s Restaurant is free to use the information worldwide, in perpetuity, without acknowledgement or compensation, for any purpose, including developing, manufacturing or marketing products and/or modifying or improving our web site(s).

This Privacy Policy may be modified by Grumpy’s Restaurant at any time by updating this posting. You are responsible for reviewing this Privacy Policy each time you use or access the Grumpy’s Restaurant website.

*​Terms and Conditions​*

*Last updated: October 25, 2018*

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the www.GrumpysRestaurantCo.com website (the “Service”) operated by Grumpy’s Restaurant Company, LLC and Grumpy’s Restaurant Franchisor, LLC (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Purchases

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, “Promotions”) made available through the Service may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Grumpy’s Restaurant Company, LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Grumpy’s Restaurant Company, LLC.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Grumpy’s Restaurant Company, LLC.

Grumpy’s Restaurant Company, LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Grumpy’s Restaurant Company, LLC 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 of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Grumpy’s Restaurant Company, LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation Of Liability

In no event shall Grumpy’s Restaurant Company, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Grumpy’s Restaurant Company, LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Florida, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect.

What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us at [info@GrumpysRestaurantCo.com](mailto:info@GrumpysRestaurantCo.com) or (904) 219-1741**.**