

# Terms of Use

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**IMPORTANT: PLEASE CAREFULLY REVIEW THESE TERMS OF USE, (“TERMS”). THE TERMS FORM A BINDING CONTRACT, BETWEEN YOU (“YOU”) AND FRANCHISE WORLD HEADQUARTERS, LLC, (“FWH” “WE” OR “US”).**

**BY ACCEPTING THE TERMS, YOU ALSO UNDERSTAND AND CONSENT TO OUR PRIVACY STATEMENT, WHICH IS INCORPORATED INTO, AND PART OF, THIS CONTRACT. OUR PRIVACY STATEMENT DESCRIBES HOW WE COLLECT, USE AND SHARE INFORMATION.**

**OUR WEBSITES ARE NOT INTENDED TO BE USED BY, OR TARGETED TO, ANYONE UNDER THE AGE OF 18 YEARS OLD.**

### **1. Acceptance of Terms of Use - [\(Top\)](#)**

We operate and host the Websites (the “Websites”) located at: [www.mysubway.sk](http://www.mysubway.sk) on servers that are located in Slovakia on behalf of Subway International, B.V., (“SIBV”), the franchisor of the Subway® brand, and SFAFT, B.V., the advertiser for the Subway® brand.

BY ACCESSING, BROWSING, AND/OR USING THE PAGES OR SERVICES POSTED ON THE WEBSITES, YOU AGREE TO THESE TERMS. YOU CONSENT TO RECEIVE REQUIRED NOTICES (IF ANY). YOU REPRESENT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR COUNTRY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT ACCESS, BROWSE, OR USE THE WEBSITES.

We may change the Terms at any time in our sole discretion. The changed Terms will be effective immediately upon posting and, by continuing to use the Website, you agree to the new Terms. You are responsible for staying informed of any changes. If you do not agree to the new Terms, your only remedy is to discontinue use of the Websites.

While we may make reasonable efforts to provide accurate and timely information about the Subway® brand on the Websites, you should not assume that the information provided is always up to date or that the Websites contain all the relevant information available.

The Websites may include a Subway® restaurant locator; menu & nutrition information; catering information; contact information; “about us” information, including history, news, social responsibility, and FAQ’s; career information; and Subway® franchise information.

Menu or nutritional information provided on the Websites is for informational purposes only, and assumes that the individual restaurants have complied with ingredient requirements and our standardized recipes. Nutrition information is compiled by a Registered Dietitian using nutrition analysis from approved food manufacturers, independent laboratories and the USDA Nutrient Database for Standard Reference. The nutrition information listed is based on standard recipes and product formulations, however slight variations may occur due to season of the year, use of an alternate supplier, region of the country and/or small differences in product assembly. Certain product or nutritional information may not apply to all restaurants. If you have questions about the products, procedures, or ingredients at a particular restaurant, please contact the restaurant.

While we operate the Websites, we are not responsible for the operation of Subway® restaurants. Instead the restaurants are owned and operated by independent franchisees. Each restaurant is solely and independently responsible for its legal and regulatory compliance, for any issues relating to the sale of menu items to you, and for any employment related matters in the restaurant.

The Websites may provide links to job opportunities posted by us or Subway® restaurants. Opportunities that are posted on [www.mysubwaycareer.com](http://www.mysubwaycareer.com) are with the restaurant alone and not with us or our affiliates. This means that the restaurant that posted the opportunity is solely responsible for setting the job requirements, all hiring decisions, and all other employment related matters in its business. We do not receive a copy of any application you submit to a restaurant that is a franchise. We do not control whether you receive an interview or are hired. We do not control the franchisees’ employment policies and practices. Neither we, nor SIBV, nor our affiliates employ independent franchisees. If you are hired by a restaurant that is a franchisee, only that franchisee, and neither we, SIBV, nor our affiliates will be your employer.

Any information available on the Websites is not intended as an offer to sell, or the solicitation of an offer to buy, a franchise. It is for informational purposes only. In the event of any conflict or difference in interpretation, the language in the Subway® Franchise Disclosure Document (FDD) shall prevail. Franchise Offering is by prospectus only. An offer to sell a franchise is only commenced by the delivery of the FDD to you in compliance with the laws that regulate the sale of franchise opportunities.

## **2. Information Practices and Communication - (Top)**

Your privacy is important to us. We provide a Privacy Statement that explains our information practices and how we may use and share your personal information. Except where additional notice or consent is required by law, by accessing, browsing, and/or using the pages or services posted on the Websites, you agree to our Privacy Statement and to the collection, use, and disclosure of personal information and any submissions in accordance with our Privacy Statement. Click [here](#) to view our Privacy Statement which forms a part of this Contract.

In accordance with our Privacy Statement, we may use the information that you have provided to us to communicate with you. You have a choice in how we communicate with you. You may opt in to receive emails or text messages to the e-mail address or mobile number you provide to us. When you opt in to any of these types of communications, you understand and consent that that you will receive marketing, news, and other messages from us.

If you have a Subway® account you can opt-out of e-mail or SMS messaging by toggling the selections in your account. Or, if you previously selected to receive News and Offer e-mails from us, you can click on the link [here](#) and follow directions to change the communications that you receive.

In addition, our communications themselves may include the opportunity to opt out. For example, our News and Offer e-mails include an unsubscribe link.

You agree that you may need to separately manage your communication preferences for each communication method. For example, if you opt out of receiving marketing emails, you will still receive marketing text messages if you've opted in to receiving them. While we do our best to offer convenient methods for you to manage your communications preferences, you may need to separately adjust your preferences for each type of communication. Additionally, even if you have opted out of receiving e-mail marketing messages, you understand and agree that we may continue to send you e-mail messages concerning your orders, either placed on-line or through the Subway® App, and your account. If you are receiving communications from a Subway® franchisee you will need to opt out from them directly.

The Websites may offer opportunities for you to transmit content via third-party social networking websites and products. Any use of third party social networking features is subject to the terms of use of the applicable third-party website or product and not these Terms, unless you are notified otherwise, in which case the terms and conditions set forth in such notification will apply.

### **3. Children & Data Collection - [\(Top\)](#)**

The Websites are not targeted towards individuals who are under the age of eighteen or the legal age of majority if different in your jurisdiction, then you must review these terms with your parent or guardian and they must agree to these terms in order for you to use our Websites.

If you or your parent or guardian do not agree to these terms, then you must immediately stop using the Websites. We will not knowingly allow anyone under eighteen years of age or legal majority to provide us with any personal information about themselves (such as their names, email address, and phone number) over the Internet. If a minor has provided us with personal information without the consent of a parent, we ask the parent to contact our Privacy Office immediately at: [privacy@subway.com](mailto:privacy@subway.com). We will use all reasonable efforts to promptly delete the minor's personal information from our servers and records.

### **4. Ownership - [\(Top\)](#)**

Unless otherwise noted, all materials on the Websites are protected as the copyrights, trade dress, trademarks and/or other intellectual properties owned, licensed or used by us. Subway® and the Subway® logo are registered trademarks and service marks owned and registered by Subway IP Inc. and licensed to us. Subway IP Inc.'s marks on the Websites represent some of the marks currently owned or controlled in the USA and/or in one or more other countries by Subway IP Inc. or its licensees. The display of these marks and of notices associated with these marks is not intended to be a comprehensive compilation of all of Subway IP, Inc.'s or its licensee's worldwide proprietary ownership rights, and Subway IP Inc. may own or control other proprietary rights in one or more countries outside of the USA. All rights not expressly granted are reserved. The Terms do not grant you any rights to the trademarks or service marks of the Subway® System or any Service Provider as defined in Paragraph 8 below. The Websites may also contain various third-party names, trademarks, and service marks that are the property of their respective owners.

We will respond to notices of alleged copyright infringement that comply with the process set out in the U.S. Digital Millennium Copyright Act ("DMCA"). If you think your copyrights are being infringed on the Sites, you can submit a written notice to [DMCA@subway.com](mailto:DMCA@subway.com).

### **5. Comments - [\(Top\)](#)**

Our Websites may allow you to post or send us comments, questions, compliments, and complaints, (“Comment”). Any Comment you make is voluntary, non-confidential, and gratuitous.

You agree you are, and shall remain, solely responsible for the content of any Comment you make. Concerning any Comment that you post or send, you will not:

- a. Transmit any information or written, graphic or photographic material that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, pornographic, libelous, invasive of another's privacy, threatening, menacing, offensive, hateful or racially, ethnically or otherwise objectionable;
- b. Harm, or threaten to harm, minors in any way;
- c. Impersonate any person or entity or falsely state or otherwise misrepresent your identity or status or misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Websites;
- d. Transmit any material that infringes any patent, trademark, trade secret, copyright or other intellectual property, privacy, publicity or other rights of any third party;
- e. Intentionally or unintentionally violate any applicable law, regulation or statute and any regulations having the force of law; or
- f. “Stalk” or otherwise harass, threaten, or violate the rights of others; or collect, store or process, or attempt to collect, store or process, personal data about third parties without their knowledge or consent.

We reserve the right but we are not obligated to do any or all of the following: (a) investigate an allegation that any Comment posted on the Websites do not conform to the Terms and determine in our sole discretion to remove or request the removal of any Comment; (b) remove any Comment which is abusive, illegal, or disruptive, or that otherwise fails to conform with the Terms; (c) terminate a user's access to the Websites; (d) monitor, edit, or disclose any Comment on the Websites; or (e) edit or delete any content posted on the Websites, regardless of whether such content violates these Terms.

It is the Subway® brand's policy not to consider unsolicited ideas. While we appreciate you taking the time to consider us, we're unable to review any new ideas from outside the Subway® system.

If you send us an idea, you expressly waive any and all claims against us and our affiliates in connection with our consideration, use or development of any product, design, concept or other materials similar or identical to any idea that you send us now or in the future. You grant to the brand's intellectual property owner, Subway IP Inc., and its designees a perpetual, irrevocable, non-exclusive, fully-paid, royalty-free license to use any idea without restrictions of any kind and without any payment or other consideration of any kind, or permission or notification, to you or any third party. This license shall include, without limitation, the irrevocable right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, and/or license the idea, and all rights therein, in the name of Subway IP Inc. or its designees throughout the world in perpetuity, in all media now or hereafter known or created. In addition, you warrant and agree that any and all “moral rights” pertaining to any copyrighted materials have been waived. Subway IP Inc. will not be required to treat any idea as confidential.

You acknowledge and agree that we, our affiliates, Subway IP Inc. and its designees may on their own create ideas, products, designs, concepts or other materials or obtain ideas from others that may be similar or identical to your idea. You hereby waive any and all claims you may have had, may have currently, and/or may have in the future, that any ideas, products, designs, concepts or other materials accepted, reviewed and/or used by us, our affiliates, Subway IP Inc. or its designees is similar to your idea.

## **6. Content and Use of Websites - [\(Top\)](#)**

The content published on the Websites may not be copied or distributed, modified, republished, uploaded, posted or transmitted in any way, except as otherwise permitted by us. All of the content available on the Website is proprietary and the subject of copyright, author's rights or other rights and nothing herein shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use rights to, any intellectual property or other right and any goodwill associated therewith. You agree not to create any kind of derivative works from, or exploit the content of the Websites in any way.

You agree that the unauthorized use of the Website's content could cause irreparable harm to us, and that in the event of an unauthorized use, we shall be entitled to obtain an injunction in addition to any other remedies available at law or in equity.

Acceptable uses and other restrictions. With respect to the Websites you may not, and may not allow third parties, to:

- a. Use the Websites for any purpose that is unlawful or prohibited by these terms;
- b. Delete or change any copyright, trademark, or other proprietary notices;
- c. Attempt to obtain ownership or title to the Websites, including the Content;
- d. Use, copy, distribute, republish, display, disclose, upload, post, or transmit the online services in any commercial manner;
- e. Rent, lease, sell, sub-license, loan, translate, merge, adapt, assign or transfer the online services, or combine them with, or incorporate them into, any other programs or services;
- f. Access or attempt to access our systems, programs or data that are not made available for public use;
- g. Work around any of the technical limitations of the Websites, use any tool to enable features or functionalities that are otherwise disabled in the Websites, disassemble, decompile, reverse-engineer, copy in source or object code format, or create derivative works based on the online services;
- h. Perform or attempt to perform any actions that would interfere with the proper working of the Websites, prevent access to or use of the Websites by other users, or impose an unreasonable or disproportionately large load on our infrastructure;
- i. Transfer, provide, export or re-export the online services in violations of an embargo, trade sanction, or other technology control or export laws and regulations; you also represent and warrant that you are not (i) located in a country subject to a U.S. Government embargo, or designated by the U.S. Government as a "terrorist supporting" country; or (ii) listed on any U.S. Government list of prohibited or restricted parties;
- j. Use or launch any unauthorized technology or automated system to access the online services or extract content from the online services, including but not limited to spiders, robots, screen scrapers, or offline readers;
- k. Attempt to disable, damage, overburden, impair or gain unauthorized access to the Websites or our servers;
- l. Use the Websites in a manner not permitted under these Terms.

## **7. Links - [\(Top\)](#)**

The Websites may contain links to other websites for your convenience and information. We do not control those websites or their privacy practices, which may differ from ours. Our Privacy Statement does not apply to third-party websites. We do not endorse or make any representations about third-party websites. If you choose to give personal information to a third-party website how they use your personal information is not covered by our Privacy Statement. We encourage you to review the privacy practices of any website to which you provide personal information. Some third-parties may collect and share personal information with us, in that situation the sharing is governed by the third-party's privacy practices and not our Privacy Statement.

## **8. Service Providers - [\(Top\)](#)**

We use service providers to provide you with many aspects of the Websites. The service providers include but may not be limited to Beast Lab Agency, Value Pay Services LLC, Paydiant Inc., PLXIS LLC, CashStar, Inc., and Google, ("Service Providers"). Our Websites are supported by services provided by Google. You agree to comply with all terms and notices as Google may provide, including without limitation as identified at the following links:

[http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)

[http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html)

[http://www.google.com/enterprise/earthmaps/legal/us/gme\\_aup.html](http://www.google.com/enterprise/earthmaps/legal/us/gme_aup.html)

## **9. Disclaimer - [\(Top\)](#)**

EXCEPT AS OTHERWISE EXPRESSLY STATED WITH RESPECT TO THE PRODUCTS, ALL CONTENT, MATERIALS, INFORMATION AND SERVICES ON THE WEBSITES ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY CONDITIONS OR WARRANTY OF ANY KIND WHATSOEVER EITHER EXPRESSED OR IMPLIED. WE DO NOT MAKE ANY REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE THAT THE FUNCTIONS CONTAINED IN THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE WEBSITES OR THEIR SERVERS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED EVEN IF WE ARE AWARE OF THEM.

We do not guarantee or warrant that the Websites, files or software of any kind, or from any source, available for downloading through the Websites will be free of infection or viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties.

Except as may otherwise be described, all materials on the Websites are made available only to provide information about Subway® restaurants. If you use the Websites from other locations you are responsible for compliance with all applicable laws.

## **11. No Assignment - [\(Top\)](#)**

You may not transfer or assign in any way any of your rights or obligations under these Terms. Any such transfer or assignment shall be null and void.

## **12. Severability - [\(Top\)](#)**

If any provision of these Terms or the application of any such provision to any person or circumstance is held invalid, illegal, or unenforceable for any reason whatsoever, the remaining provisions of these Terms and the application of such provisions to other persons or circumstances shall not be affected. To the fullest extent possible, the court finding such provision invalid, illegal, or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification within the bounds of validity, legality, and enforceability.

## **13. No Waiver - [\(Top\)](#)**

Our failure to insist upon or enforce strict compliance with any provision of these Terms shall not be construed as a waiver of any provision or right.

## **14. Headings - [\(Top\)](#)**

The headings for each of these Terms are for convenience of reference only. Such headings shall be ignored in the interpretation or construction of any of these Terms.

## **15. Complete Understanding - [Top](#)**

These Terms and the Privacy Statement located [here](#), constitute the entire understanding between you and us with respect to your use of the Websites.