

Terms of Use

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The Website is offered and available to users who are 13 years of age or older. By using the Website, you represent and warrant that you are of legal age to form a binding contract with Rosen’s and meet all of the foregoing eligibility requirements. If you are accessing or using the Website on behalf of a company or other entity, you represent and warrant that you have the requisite authority to enter into contracts on behalf of that entity. If you do not meet all of these requirements, you must not access or use the Website.

Accessing the Website

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Website or the entire Website.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information we collect in connection with your use of the Website, including information you provide to us (e.g., register with this Website or through the use of any interactive features on the

Website), is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Certain the sections of our Website may have the functionality for you to create an account. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. All activities on your account, including all content purchased and payments authorized through your account, are your sole responsibility.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

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- To transmit any sexually explicit material;
- To engage in any other conduct, including discrimination or harassment, that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Rosen's or users of the Website, or expose them to liability.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Terms of Use; and
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Rosen's, may harm Rosen's or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use the Website, including any of the materials on the Website, to train any deep learning, machine learning, large language model and/or other artificial intelligence technologies, including any and all neural networks, statistical learning algorithms (like linear and logistic regression, support vector machines, random forests, k-means clustering), or reinforcement learning;
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and
- Otherwise attempt to interfere with the proper working of the Website.

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This Website may provide certain social media features that enable you to link from your own or certain third-party websites to certain content on this Website, or that cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by Rosen's and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

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Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the state and federal courts in the State of Minnesota located in Minneapolis or St. Paul, Minnesota. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Contact us

For more information or questions, please contact us at:

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