



## **Condado Tacos Website Terms of Use**

Effective January 1, 2019

### **Acceptance of the Terms of Use**

Welcome to the website of Condado Tacos (“Condado,” “we,” “our,” or “us”). These Terms of Use (“Terms”) apply when you use the [www.condadotacos.com](http://www.condadotacos.com) website, mobile application, or other Condado online service (collectively, the “Website”). These terms are a legal contract between you and Condado, so it is important that you review them carefully before using the Website. Your use of the Website indicates that you have read, understood, and agree to follow and be bound by the Terms, which incorporate by reference, our Privacy Policy and other documents such as our Service Agreement. If you do not agree to the Terms, do not access or use the Website. Any capitalized terms not defined in these Terms will have the same meaning as defined in our Service Agreement.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. The Website is not directed at people under the age of 13, and the Website does not knowingly collect any personal information from such people. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Condado and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **Changes to the Website**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Your Access to The Website**

We may choose to suspend your access to all or part of the Website without notice and at any time, for violations of these Terms, for any reason, or for no reason at all. We are not liable if for any reason all or any part of the Website is unavailable at any time or for any period.

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 you provide to register with this Website or otherwise, including but not limited to 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. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason.

### **Website Content and Intellectual Property Rights**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) ("Website Content"), are owned by Condado, its licensors or other providers of such material and are protected by United States and international intellectual property or proprietary rights laws. Condado expressly reserves all rights in the Website and Website Content owned and licensed by Condado.

These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as authorized in writing by us.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [compliance@condadotacos.com](mailto:compliance@condadotacos.com).

Revolucion Holdings, Inc. "Condado Tacos" (Tacos, Tequilas, Margaritas) and all related names, logos, product and service names, designs and slogans ("Condado Marks") are trademarks of Condado or its Affiliates or licensors. You must not use the Website Content, Condado Marks, other Condado intellectual property, including but not limited to copyrights, without the prior written permission of Condado. All other names, logos, product and service names, designs, slogans, images, and sounds on this Website are the trademarks, copyrighted material, or intellectual property of their respective owners.

Any opinions, advice or recommendations expressed therein are those of the users providing such content and not those of Condado. We do not endorse any content, or any opinion, recommendation or advice expressed therein. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where the Website is used to disseminate statements that are harmful or inflammatory.



### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms and the Acceptable Usage section in the Service Agreement. You understand, acknowledge and agree that you will not take any of the following actions with respect to our Website, Website Content, Condado Marks nor will you use our Website or related software to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use our Website in any manner that:

- Violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, harassing, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive; or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise deemed inappropriate at our sole discretion;
- Infringes someone else's patent, trademark, trade secret, copyright or other intellectual property, proprietary or other rights;
- Produces spam or spin publicizing a product, website, event, entity or individual person;
- Posts or disseminates advertisements or solicitations of business, or otherwise engage in commercial activity on our Website unless you have a business account, except in those areas specifically designated for such purpose (e.g., classified bulletin board);
- Systematically collects and uses any Website Content or other content including the use of any data mining, or similar data gathering and extraction methods;
- Uses any device, software or routine that interferes with the proper function, security, or availability of the Website;
- Attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Website Content or the Website;
- Creates a false identity for the purpose of misleading others;
- Impersonates or attempt to impersonate Condado, a Condado employee, another user or any other person or entity (including, without limitation, by using domain names, e-mail addresses, screen names or social networking IDs associated with any of the foregoing);



- Provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- Engages in unauthorized “scraping” or spidering, or harvesting of personal information, or use any unauthorized automated means to compile information;
- Engages in any other conduct that interferes, restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm Condado, the Website, or users of the Website or expose them to liability; or
- Removes any proprietary notices or labels on our Website Content or any other content.

### **Indemnity**

All the information you submit to the Website remain your responsibility. Specifically, you agree to hold Condado, the Website, our Affiliates, Operational Service Providers, each associated officer, shareholder/director, employee, agent, representative and, and any of their successors and assigns, harmless from against any claims, costs, damages, losses, expenses, and any other liabilities, including attorneys’ fees and costs, arising out of or related to your access to or use of the Website, your violation of these Terms, and/or your violation of the rights of any third party or person.

### **No Warranties**

The Website is provided "as is" and without warranty of any kind. To the maximum extent permitted by law, Condado, our Affiliates and Operational Service Providers disclaim any and all warranties, express or implied, including (but not limited to) implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, or any other warranty, condition, guarantee or representation, whether oral or electronic. You are solely responsible for any damage to your computer or mobile device or loss of use. We do not guarantee that the Website will always work properly.

### **Limitation of Liability**

WE SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES, WHETHER IN TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR YOUR USE OF OR ATTEMPT TO USE THE WEBSITE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, GOODWILL, USE, OR DATA. THIS LIMITATION ON LIABILITY SHALL NOT BE AFFECTED EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL



DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU AGREE TO RELEASE US, OUR AFFILIATES, AND OPERATIONAL SERVICE PROVIDERS, EACH ASSOCIATED OFFICER, SHAREHOLDER/DIRECTOR, EMPLOYEE, AGENT, AND REPRESENTATIVE, AND ANY OF THEIR SUCCESSORS AND ASSIGNS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL), OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR USE OF THE WEBSITE.

### **Governing Law**

The headings in these Terms are for convenience and do not control any of its provisions.

Any claim or dispute between you and us arising out of or relating to these Terms, in whole or in part, shall be governed by the laws of the State of Ohio without respect to its conflict of law's provisions. We agree, and you agree to submit to the personal jurisdiction and venue of the state court located in Franklin County, Ohio and the federal court located in Columbus, Ohio.

### **Severability and Enforcement**

If any provision of these Terms is held invalid or unenforceable, that provision will be modified to the extent necessary to render it enforceable without losing its intent. If no such modification is possible, that provision will be severed from the rest of this agreement.

If we do not enforce any right or provision in this user agreement, that is not to be deemed a waiver of our right to do so in the future.

### **Entire Agreement**

These Terms consist of the entire agreement between you and us concerning the Website. It supersedes all prior or contemporaneous agreements between you and us.