

TACO TIME NORTHWEST

[Terms and Conditions of Use](#)

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Last updated: November 14, 2012

TERMS AND CONDITIONS OF USE

Welcome to Taco Time Northwest!

Taco Time NW.com is owned and operated by Accord Inc. a State of Washington Corporation. Before visiting our website (the "Site"), or accessing any other services ("Services"), please take some time to review these terms and conditions of use ("Agreement"). You agree to comply with and accept the following Terms and Conditions of use, which together with our Privacy Policy and Copyright Policy apply to you when you view, access, or otherwise use the Site. Be sure to check these terms and conditions frequently for updates, as they may change. If you do not wish to comply with the Agreement, please refrain from using this Site or Services.

The terms "Taco Time NW.com", "Taco Time Northwest", "we", or "us" refers to the owners of the website. The term "you" refers to the user or viewer of our website.

1. Services

We reserve the sole right to either modify or discontinue the Site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Any new features to the services we provide on the Site shall also be subject to this Agreement.

Given the nature of changing technology, you understand and agree that temporary interruptions of the services available through this Site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this Site and, therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

2. Conditions of Use

Your permission to use the Sites and/or Services is conditioned upon your agreement that you:

- will comply with these Terms;
- are not prohibited by law from accessing our Sites and/or Services or have not previously been banned, terminated or otherwise denied access to our Sites and/or Services by us;
- are not acting on behalf of a person whose access to our Sites and/or Services has been previously terminated or otherwise denied by us;
- will not impersonate another user of the Sites and/or Services.

3. Overview Taco Time NW.com is the website of Taco Time Northwest. Individuals may access the Site to find locations, buy Cactus Cards, view our menu options, review career opportunities and more. In order to use the Site or Services, you must access the Internet, either directly or through devices, such as smart phones or mobile devices, that access internet-based content, and pay any service and connection fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a smart phone, mobile device or other access device.

4. Privacy

Your privacy is important to us. Please review our [Privacy Policy](#) for detailed information on our practices and the measures we take to protect your personal information.

5. Information and Content Submitted by You

The Sites and Services may offer you the opportunity to post reviews, comments, questions and other content ("User Content"). You agree not to post any User Content on any of the Sites and/or Services that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties. You further agree not to post any User Content that contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of User Content. Taco Time Northwest reserves the right (but not the obligation) to remove or edit such User Content, but does not regularly review posted User Content. Any opinions advice, ratings, discussions, comments and/or other User Content of any kind made by you or any user of the Sites and/or Services are those of the respective author(s) or distributor(s) and not of Taco Time Northwest.

If you do post User Content or submit material, and unless we indicate otherwise, you grant Taco Time Northwest a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such User Content throughout the world in any media. You grant Taco Time Northwest and our sublicensees the right to use the name that you submit in connection with such User Content at our discretion. You represent and warrant that you own or otherwise control all of the rights to the User Content that you post, that the User Content is accurate, that use of the User Content you supply does not violate this policy and will not cause injury to any person or entity, and that you will indemnify Taco Time Northwest for all claims resulting from User Content you supply. Taco Time Northwest takes no responsibility and assumes no liability for any User Content posted by you or any third party.

6. Messaging

As part of the Service, you may receive text messages, picture messages, alerts, emails or other types of messages directly sent to you outside or inside the Service ("Messages"). You have control over the Messages settings, and can opt in or out of these Messages (with the possible exception of infrequent,

important service announcements and administrative messages). Please be aware that messaging fees may apply depending on the message plan you have with your wireless carrier.

7. Product Submissions

Taco Time Northwest does not accept unsolicited submissions for business ideas, web sites, articles or other products or services. It is our intent to avoid the possibility of future misunderstandings when projects developed by or on behalf of Taco Time Northwest (whether internally or by third parties) might seem to others to be similar to their own creative ideas or materials. Therefore, please do not make any such unsolicited submissions to Taco Time Northwest through the Sites, by email, text message or otherwise. However, if you decide to make any such unsolicited submission, they shall be subject to these Terms and you hereby grant to Taco Time Northwest the irrevocable right and license to the submission as if it were User Content as specifically set forth above.

8. End User Communications

Taco Time Northwest in some instances may allow you and other End Users to use the Site to express opinions and communicate through forums, bulletin boards, discussion groups, chat rooms or other communication facilities that may be offered on or through the Site from time to time (collectively **"Communities"**). Taco Time Northwest shall have the right, but not the obligation, to monitor the content within the Communities at any time, for any reason, including to determine compliance with this Agreement and any operating rules established by Taco Time Northwest, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, Taco Time Northwest shall have the right, but not the obligation, to remove any material from the Communities that Taco Time Northwest, in its sole discretion, finds to be in violation of this Agreement or otherwise objectionable. Any opinions, advice, ratings, discussions, comments, and/or other messages or postings of any kind made by you or any other End User to the Communities (collectively, **"Statements"**), are those of the respective author(s) or distributor(s) and not of Taco Time Northwest.

9. Public Nature of Your Statements

You understand and agree that all Statements are public and not private. Any other person (whether or not a user of Taco Time Northwest's services) may read your Statements without your knowledge. Please do not include any Personal Information (as defined in our Privacy Statement) in your Statements. Taco Time Northwest does not control or endorse any Statement found in any part of the Communities, and we specifically disclaim any liability concerning the Statements and the Communities and any actions resulting from your participation in any part of the Communities, including any objectionable content. Any and all Statements you post to our Site are not confidential.

10. Your Access to the Sites and Services

Subject to your compliance with the Terms, we grant you a limited license to access and make personal use of the Sites and/or Services. You are expressly prohibited from:

- any resale or commercial use of the Sites, the Services, the Contents and/or any of the other contents or materials found thereon;
- any downloading or copying of Site or Account information for any reason other than your personal use, or any use of data mining, robots or similar data gathering and extraction tools;

- framing or utilizing framing techniques to enclose any portion of the Site without express written consent;
- using the Sites and/or the Services to access or collect any personally identifiable information, including account names, email addresses or other such information for any purpose, including, without limitation, commercial purposes;
- attempting to gain access to secured portions of the Sites and/or Services to which you do not possess access rights;
- using the Site and/or Services to generate unsolicited email advertisements or spam; or
- using any automatic or manual process to search or harvest information from the Sites and/or Services, or interfering in any way with the proper functioning of the Site and/or Services.

Any unauthorized use of the Sites, Services, Content and/or any other contents or materials found thereon shall immediately terminate the permission or license granted by us in these Terms. You may not use any of our logos or other proprietary graphics or trademarks as part of the link without express written permission.

11. Code of Conduct. We encourage you to participate and engage with our Site’s community. To ensure the safety and enjoyment of everyone, we require everyone who participates to adhere to this code of conduct. Please know that any failure to abide by the code of conduct may result in restriction of access to the Site and/or the deletion of any content or text uploaded or otherwise posted by you on the Site. We reserve the right and discretion to edit, remove, delete, block, or otherwise disable your access to this website or any uploaded content that does not comply with this code of conduct as we see fit.

- a. **Offensive and profane content.** Users should refrain from using language or posting content that may be considered offensive or profane to the website community. This includes, but is not limited to profanity and offensive images, or other media that contains obscene, sexually explicit, or excessively violent content.
- b. **Harassment.** Users are expressly prohibited from harassing or threatening other community members. Harassment includes but is not limited to: insults, ethnic and homophobic slurs, defamatory statements, invasive statements that may infringe on a user’s privacy, or the transmission or sharing of any content that may cause another member to experience ridicule, threat or discomfort.
- c. **Inappropriate Behavior:** Users shall not use or allow their account to be used for any illegal or prohibited content, which includes, but is not limited to content that is: unlawful; impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision excludes content that qualifies as fair use such as non-deceptive parody of public figures); any form of unsolicited marketing such as “spam”;
- d. **Other inappropriate content:** Owners or website moderators may flag and delete any content as inappropriate if it is not in the best interest of members of the community. Certain content can lead to disruptive or aggressive behavior due to the sensitive nature of topics including but not limited to sexuality, religion, race, or content that may be inappropriate for younger members. Users that repeatedly post inappropriate content or show disrespect for behavior guidelines may have their account or site access removed without warning.

- e. You are encouraged to notify us in the event of content or behavior that has violated this code of conduct. Please note that failure to enforce any part of our code of conduct does not constitute a waiver of any portion of this code of conduct.

12. Copyright and Trademarks.

The entire contents of the Sites and/or Services, including without limitation the content, selection, coordination, arrangement, and enhancement of the Content on the Sites and/or in the Services are copyrighted under the United States copyright laws and/or similar laws of other jurisdictions. Trademarks and service marks, including, without limitation, "Taco Time Northwest," which appear on the Sites and/or in the Services are the service and trademarks of Taco Time Northwest or affiliated entities. Without limitation of the preceding, you may not use any meta tags or any other "hidden text" utilizing our names or trademarks without our express written consent. Notwithstanding the foregoing, any goodwill associated with any use of such marks by you will inure exclusively to Taco Time Northwest or their respective owners. ANY COPYING, DISTRIBUTING, TRANSMITTING, POSTING, LINKING, DEEP LINKING, OR OTHERWISE MODIFYING OF THIS SITE WITHOUT THE EXPRESS WRITTEN PERMISSION OF TACO TIME NORTHWEST IS PROHIBITED. Any violation of this requirement may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties. You agree to abide by any and all additional trademark and copyright notices, information or restrictions contained in any part of the Sites and/or Services.

You may download, print, and/or save copyrighted material for your personal use only. If duplication, redistribution, or publication of copyrighted material is permitted, you will make independent attribution and/or agree to make no changes in or deletion of any author attribution, trademark legend, or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

You will not upload, post, or otherwise make available on this Site any material protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right. Taco Time Northwest does not have any express burden or responsibility to provide you with indications, markings, or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of this Site, you warrant that the owner of such material has expressly granted Taco Time Northwest the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other end user to access, view, store or reproduce the material for that End User's personal use. You also grant Taco Time Northwest the right to edit, copy, publish and distribute any material that you make available on this Site.

13. Information Provided by Third Parties

From time to time, this Site may include links to other websites that we do not control, maintain, or endorse. These links are provided merely as a convenience and do not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied. These sites may contain information or material that some people may find inappropriate or offensive. You acknowledge that we are not responsible or liable for any of those sites, including, without limitation, their content, availability, policies, failures, services, actions, and/or any damages, losses, failures or problems caused by, related to or arising from those third parties or their sites. If you decide to access websites maintained by other parties, you do so at your own risk. Taco Time Northwest does not guarantee anything about the goods and/or services such businesses or establishments may provide. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE SITES AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES, AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD-PARTY. TACO TIME NORTHWEST ENCOURAGES YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD-PARTY SITE THAT YOU VISIT.

14. Disclaimer of Warranties

ALL INFORMATION, CONTENT, SERVICES, AND MATERIAL AVAILABLE ON THIS WEBSITE IS PROVIDED ON AN "AS IS" BASIS. THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK. TO THE FULL EXTENT APPLICABLE BY LAW WE DISCLAIM ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT ABLE TO WARRANT THE NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. NEITHER TACO TIME NORTHWEST NOR ANY OTHER PERSON OR ENTITY INVOLVED GUARANTEES THAT SERVICE THROUGH THIS WEBSITE WILL BE TIMELY, SECURE, UNINTERRUPTED, OR DEFECT-FREE. WE DO NOT GUARANTEE THE ACCURACY OF ANY INFORMATION OR MATERIAL FOUND ON THIS WEBSITE. IN NO EVENT WILL TACO TIME NORTHWEST, ITS AFFILIATES, OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR LOSS OF DATA, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT ARISING IN ANY WAY OUT OF USE OF THIS WEBSITE.

15. Indemnification and Liability

You hereby agree to indemnify and hold harmless Taco Time Northwest and its subsidiaries and affiliates, and their respective members, employees and agents, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including attorneys fees) insofar as such losses arise out of your submissions, from your unauthorized use of material obtained through the Site, are based on any claim that content you submit infringes on any trademark, trade name, service mark, copyright, license, publicity right, privacy right, goodwill, patent, or other intellectual property or proprietary right of any third party, your breach of this agreement, or any other

such acts arising from your use of the Site. Taco Time Northwest shall not be liable to you or any entity for any damages of any sort or type arising in connection with any aspect of these terms.

16. Dispute Resolution Policy

You agree to the following dispute resolution policy in connection with any potential claims or disputes arising from your use of this Site.

- **Informal Negotiations.** Parties to a dispute concerning the terms and conditions of use, the Privacy or Copyright Policy, or the use of this Site will attempt to informally negotiate a potential settlement or resolution to the dispute;
- **Online Arbitration.** In the event that informal negotiations are unsuccessful, the parties agree to follow the American Arbitration Association's online arbitration procedures to resolve the dispute.
- **Binding Arbitration.** If for any reason online arbitration is unsuccessful or unavailable to the parties, parties agree to submit to binding arbitration in the jurisdiction of the State of Washington.

17. Miscellaneous Provisions

- **Availability; Termination; Cancellation.** This Agreement, along with any other of our policies, will remain in full force and effect for as long as you are a user of the Site and Services. The Site and Services may be modified, updated, interrupted, suspended, or terminated at any time, for any reason, and without notice. Taco Time Northwest shall have the right to immediately terminate or suspend any of your passwords or accounts in the event Taco Time Northwest considers, in its sole discretion, any of your conduct to be unacceptable, or in the event you breach this Agreement. You agree that Taco Time Northwest will not be liable to you or to any third party for any modification, update, interruption, suspension, or termination of the Site and Services. The Terms of Use will survive termination of this Agreement.
- **Domicile of this Website.** This Site is controlled, owned, and operated in the State of Washington. If you access this Site from any other location in the world you do so at your own risk, and you are responsible for the compliance of your own jurisdiction's laws and regulations.
- **Jurisdiction and Choice of Law.** The validity, interpretation, and performance of the Agreement are governed and controlled by the laws and regulations of the State of Washington. In the event of a dispute, you agree to submit to the personal and exclusive jurisdiction of the State of Washington.
- **Severability.** In the event that any provisions of the Agreement are found to be illegal, invalid, or unenforceable for any reason, the legality, validity, and enforceability of the remainder of the terms and conditions shall not be affected and shall remain in full force and effect to the greatest extent permitted by law.
- **Changes to this Agreement.** We reserve the right to change or modify the Agreement. Changes to the terms and conditions or other policies will be effective upon the posting of a notification of change on the Site.
- **Entire Agreement.** This Agreement, along with the Site's other policies, contains the complete agreement between you and Taco Time Northwest. Any prior versions of this Agreement shall have no effect on these terms and conditions.

- **Assignment.** Taco Time Northwest reserves the right to assign the Agreement, including any other notices or policies to any third party at our sole discretion by acquisition of this website or by merger.

Contact Us

If you have any questions regarding the terms and conditions, please email us at accord@tacotimenw.com

COPYRIGHT POLICY

Overview

Taco Time Northwest has adopted the following Copyright Policy in accordance with the Digital Millennium Copyright Act (DMCA).

Taco Time Northwest is not liable for any infringement of copyright arising out of materials posted on the Site or items advertised on the Site, by the end users (“you”) or other third parties. We reserve the right to remove any material or content that we believe is copyrighted or may be copyrighted material. We will notify you of the removal of the material from the Site. If you disagree with our decision to remove the material, you may provide us with proof of ownership or evidence of permission to use such content in the form of a counter notice as outlined below to and we will gladly restore the material.

Procedure for Submitting Notice of Infringement

If you believe in good faith that your copyright rights are being violated by any of the materials posted on this Site, please file a notice of infringement directed to the address provided below.

To file a notice of infringement with the website owner, you must provide a written communication that sets forth the following items:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For additional information required for valid notification, see 17 U.S.C. § 512(c)(3).

All notices for claims of copyright or other intellectual property infringement should be directed to:

Taco Time Corporate Office
3300 Maple Valley Highway
Renton, WA 98058-2800

Procedure for Submitting Counter-Notification

If we receive a notice of infringement against you, the website owner will attempt to notify you and provide you with a copy of the notice of copyright infringement. If you have a good faith belief that you have been wrongfully accused, you may file a counter-notification in accordance with section 512(g) of the DMCA with the website owner. If the website owner receives a valid counter-notification, the DMCA permits the website owner to restore content that has been removed and/or re-enable access.

To file a counter notification, you must provide a written communication that sets forth the items specified below.

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

For additional information required for valid notification, see 17 U.S.C. § 512(g)(3).

All Counter-notifications should be directed to:

Taco Time Corporate Office
3300 Maple Valley Highway
Renton, WA 98058-2800