

## TERMS OF USE

LAST REVISED JUNE 9, 2022

Please read the following Terms of Use (“**Terms**”) carefully. These Terms govern your access to and use of the Taco Time Northwest (“**Taco Time**”, “**we**”, “**our**” or “**us**”) website at tacotimenw.com (the “**Website**”) and the Taco Time mobile application (the “**Mobile App**”). The Website and Mobile Application are collectively referred to herein as the “**Services**”.

*These Terms set forth legally binding conditions that govern your access to and use of the Services. By accessing or using the Services, you agree to be bound by these Terms and all additional terms incorporated by reference. If you do not agree to any portion of these Terms, do not access or use the Services.*

**"DISPUTE RESOLUTION AND ARBITRATION/CLASS ACTION WAIVER/JURY TRIAL WAIVER/WAIVER OF PUNITIVE DAMAGES" CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS.** These Terms require the use of mandatory binding arbitration to resolve disputes rather than jury trials or group litigation. *Please follow the instructions in the Dispute Resolution and Arbitration Section below if you wish to opt out of this provision.*

**Use.** Subject to these Terms, Taco Time grants you a non-transferable, non-exclusive, revocable, personal, limited license to use and access the Services. The rights granted to you in these Terms are subject to the restrictions in these Terms. Taco Time reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that Taco Time will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

**Services Content.** The Services are provided to you as a convenience and for your information only. Your use of the Services is at your own risk. Taco Time does not warrant or represent that: (i) any materials, documents, recommendations, descriptions, prices, images, graphics, shareable links, design, audio, video, and any other information provided from on the Services (collectively, the “**Services Content**”) are accurate or complete; (ii) the Services Content is up-to-date or current; (iii) Taco Time has any obligation to update the Services Content; (iv) the Services Content is free from technical inaccuracies or programming or typographical errors; (v) the Services Content is free from changes caused by a third party; (vi) your access to the Services will be free from interruptions, errors, computer viruses or other harmful components; or (vii) any information obtained in response to questions asked through the Services is accurate or complete.

**Restrictions.** You are prohibited from using the Services: (i) for any unlawful purpose; (ii) to solicit others to perform or participate in any unlawful acts; (iii) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (v) to cause or launch any programs, spiders, robots, or scripts or other automatic or manual devices or processes for the purpose of extracting, scraping, indexing, surveying, or otherwise data mining any portion of the Services, or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; (vi) to attempt to gain unauthorized access to or impair any aspect of the Services, or the related systems, servers, or networks; (vii) for resale, time-sharing or other similar purposes; (viii) to stalk, harass or harm another individual; (ix) to impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity; (x) to use any portion of the Services in any manner that may give a false or misleading impression, attribution or statement as to us or any other person or entity; or (xi) to decompile, reverse engineer, jeopardize the correct functioning of the Services, disassemble the Services, or otherwise attempt to derive the source code of the software that enables or underlies the Services, except as may be permitted by applicable law.

**Submissions.** The Services may now or in the future permit you to upload or post to the Services or otherwise submit to us in various forms of content, such as reviews, ratings, feedback, questions, comments, and suggestions (collectively, “**Submissions**”). We do not claim ownership in your Submissions. However, by submitting any Submissions, you hereby grant (and you represent and warrant that you have the right to grant) to Taco Time an irrevocable, non-exclusive, royalty-free, and fully paid license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your Submissions in any manner Taco Time deems appropriate. You will not have or obtain any rights in or to any form, media, or technology incorporating any of your Submissions. You agree that you will not submit to Taco Time any information or ideas that you consider to be confidential or proprietary. You further acknowledge that Taco Time will be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise. You are solely responsible for your Submissions and assume all risks associated with your

Submissions, including any reliance on its accuracy, completeness, or usefulness by others, or any disclosure of Submissions that personally identifies you or a third party. Taco Time cannot guarantee any confidentiality with respect to any Submissions. We reserve the right (but have no obligation) to review any Submissions, and to investigate and/or take appropriate action against you in our sole discretion if you violate these Terms or otherwise create liability for us or any other person.

**Intellectual Property.** Excluding any Submissions that you may provide, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, service marks, logos, and trade secrets in the Services and Services Content are owned by Taco Time. Neither these Terms, nor your access to or use of the Services, transfers to you or any third-party any rights, title, or interest in or to such intellectual property rights. Taco Time reserves all rights not expressly granted in these Terms. There are no implied licenses granted under these Terms.

**Accounts.** You may be required to create an account with Taco Time in order to access and use certain features of the Services. If you choose to create an account, you represent, and warrant that all account information provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate, or pretend to be somebody else when creating an account. If any of your information changes, you must promptly update it. We shall have no liability associated with or arising from your failure to maintain accurate, complete, or up-to-date information within your account. We are not responsible for verifying your account information. You are solely responsible for maintaining the confidentiality of your account login information (username and password) and are fully responsible for all activities that occur under your account. You agree not to give or make available your username and/or password that you use in connection with the Services to any unauthorized individual(s). If you believe your account login information has been lost, stolen, or that someone may attempt to use them, you must notify us immediately at the contact information set forth at the end of these Terms. Taco Time cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements. Taco Time reserves the right to deny you access to the Services if we believe your password or credentials have been or may be used by an unauthorized party. Your account may be restricted or terminated for any reason, in Taco Time's sole discretion.

**Rewards Program.:** You are required to download the Taco Time NW App from the Apple App Store or Android Play Store. You must complete the registration process to join the Taco Time Rewards program. When you spend \$100 at a Taco Time Northwest restaurant location you will receive one free entrée item on your next visit. Taco Time may offer special discounts or rewards in the form of a credit that can be spent at Taco Time. These rewards may be published on the Taco Time social media channels, emailed to you or dropped into your App. Taco Time rewards will expires after a specific amount of time. Reward expiration dates are displayed in the Rewards screen of your app.

**Availability.** You may place an order through the Services. All prices displayed on the Services are quoted in U.S. dollars and are valid and effective only in the United States. Taco Time reserves the right, without prior notice, to discontinue or change products and/or services offered through the Services. Taco Time reserves the right to limit quantity of items purchased per person, per household, or per order. These restrictions may be applicable to order placed by the same account, the same payment card, and to orders that use the same billing address. We will provide notification to you if such limited will be applied. Taco Time reserves the right, in its sole discretion, to refuse or cancel any order for any reason.

**Orders.** All descriptions, images, features, specifications, products, and prices of products and/or services are subject to change at any time without notice. The inclusion of any products or services on does not imply or warrant that these products or services will be available. Taco Time reserves the right, with or without prior notice, to do any one or more of the following for any reason: (i) limit the available quantity of or discontinue any products or services; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar you from making or completing any or all transactions; and (iv) refuse to provide you with any products or service. You acknowledge and agree that Services and the ability to place an order is only available at participating locations (which locations are subject to change without notice). Prices and availability of menu items and customization options vary by location. Once an order for any products or services is made on the Services, changes cannot be made to the order except to the extent edit options are made available on the Services or in Taco Time's sole discretion

**Olo.** When you place an order through the Services, you will be directed to our third-party ordering service provider, Olo. Any information you provide to Olo in connection with the ordering process, including your payment information, will be

subject to Olo's privacy policy and terms of service. Taco Time does not receive or retain your payment information. When you place an order, you agree to provide accurate and complete payment information so that Taco Time and Olo can complete your order. By providing a payment method, you represent that: (i) you are authorized to use the provided payment method; (ii) the payment method information is true and accurate; and (iii) you authorize charging the provided payment method.

**Third-Party Delivery Services.** You understand and agree the Taco Time products may be available through third-party delivery services, such as Grubhub or Uber Eats. Taco Time is not a food delivery service. These third-party delivery services operate independently of Taco Time and are beyond Taco Time's control. The third-party delivery services are required to comply with federal, state, and local laws, rules, and regulations pertaining to your use of their services and Taco Time does not verify their compliance with all applicable laws. These third-party delivery services may not operate in a reliable manner and Taco Time cannot guarantee the quality or timeliness of your order placed through the third-party delivery services. Taco Time does not independently verify and is not liable for representations made by third-party delivery services, including, without limitation, delivery times, photographs, images, or menu descriptions. You acknowledge and agree that Taco Time is not responsible for or liable to you for any damages sustained from your use or reliance on these third-party delivery services.

**Mobile Application.** You acknowledge that the availability of the Mobile App is dependent on: (i) your computer, mobile device, Wi-Fi network, Bluetooth connection and other related equipment ("**Equipment**"); (ii) your Internet service provider ("**ISP**"); and (iii) your mobile device operator ("**Operator**"). You acknowledge that you are responsible for all fees charged by your ISP and Operator in connection with your use of the Mobile App. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service and other policies of your ISP and Operator.

**App Store.** You acknowledge and agree that the availability of the Mobile App is dependent on the third-party platforms from which you download the Mobile App (collectively, the "**App Store**"). You acknowledge that these Terms are between you and Taco Time and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading the Mobile App from it. You agree to comply with such App Store terms and conditions, and your license to use the Mobile App is conditioned upon your compliance with such App Store terms and conditions. To the extent that such other terms and conditions from such App Store are less restrictive than or otherwise conflict with the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

**NO WARRANTIES.** THE SERVICES AND SERVICES CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND TACO TIME EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES OR SERVICES CONTENT WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES OR SERVICES CONTENT, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**Indemnification.** You agree to indemnify and hold harmless Taco Time (and its employees, service providers, affiliates, subsidiaries, parents, and agents) from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses, and costs (including reasonable attorneys' fees) assessed or incurred by us, directly or indirectly, with respect to or arising out of: (i) your violation of these Terms; (ii) your use of the Services or Services Content; (iii) your violation of applicable laws or regulations; (iv) your Submissions; (v) your willful misconduct, negligence, and fraud; and (vi) your reliance or use of third-party delivery services. Taco Time reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Taco Time. Taco Time will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TACO TIME BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES OR SERVICES CONTENT, EVEN IF TACO TIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES AND SERVICES CONTENT IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR BUSINESS, OR LOSS OF DATA RESULTING THEREFROM.

TACO TIME'S ENTIRE AGGREGATE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES AND THE SERVICES CONTENT WILL BE THE TERMINATION OF YOUR RIGHT TO USE OR ACCESS THE SERVICES.

FOR THOSE THAT HAVE PLACED AN ORDER THROUGH THE SERVICES, TACO TIMES TOTAL AGGREGATE LIABILITY WITH RESPECT TO YOUR USE OF THE SERVICES TO PLACE AN ORDER WILL BE THE LESSER OF: (I) THE AMOUNT PAID BY YOU TO TACO TIME IN THE PRECEDING THREE MONTHS; OR (II) ONE HUNDRED DOLLARS (\$100.00).

THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THESE LIMIT. YOU AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE MATERIAL AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**DISPUTE RESOLUTION AND ARBITRATION/CLASS ACTION WAIVER/JURY TRIAL WAIVER/WAIVER OF PUNITIVE DAMAGES.** PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.

(a) *Arbitration.* Taco Time and you agree to arbitrate all disputes and claims that arise from or relate to these Terms or the Services in any way, except for claims arising from bodily injury. THIS ARBITRATION IS MANDATORY AND NOT PERMISSIVE. This agreement to arbitrate is intended to be broadly interpreted, including, for example:

- claims arising out of or relating to any aspect of the relationship between us that is created by or involves these Terms or the Services, regardless of the legal theory;
- claims for mental or emotional distress or other emotional/mental injury arising from the relationship between us;
- claims that arose before you accepted these Terms (such as claims related to disclosures or the marketing of the Services, or the process for seeking approval to use the Services);
- claims that may arise after the termination of your use of the Services or any agreement between us; and
- claims brought by or against our respective subsidiaries, parent companies, members and affiliates, as well as the respective officers, directors, employees, agents, predecessors, successors and assigns of these entities, you, and Taco Time.

This arbitration agreement does not preclude either of us from bringing an individualized action in small claims court. It also does not preclude either of us from seeking an individualized preliminary injunction or temporary restraining order, pending arbitration, in any court that has jurisdiction. Nor does this arbitration agreement bar you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. In addition, you or Taco Time may seek injunctive or other equitable relief to protect your or its trade secrets and intellectual property rights or to prevent loss or damage to its services in any court with competent jurisdiction.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE, LAW, YOU UNDERSTAND AND AGREE THAT WE ARE EACH (A) WAIVING THE RIGHT TO A TRIAL BY JURY; (B) WAIVING THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION; AND (C) WAIVING THE RIGHT TO CLAIM OR RECOVER PUNITIVE DAMAGES AGAINST THE OTHER.** These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

(b) *Notice of Disputes.* If either of us intends to seek arbitration of a dispute, that party must provide the other with notice in writing. The notice to Taco Time should be sent to [info@TacoTimeNW.com](mailto:info@TacoTimeNW.com). Taco Time will send notice to you at the email and/or mailing addresses associated with your account. Your notice to Taco Time must (a) provide your name, mailing address, and email address; (b) describe the dispute; and (c) state the relief you are requesting. If we are unable to reach an agreement to resolve the dispute within 60 calendar days after the notice is received, you or we may commence arbitration.

(c) *Arbitration Procedures.* The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. If the AAA is unavailable, the parties shall agree to another arbitration provider, or the court shall appoint a substitute. Unless you and we agree otherwise, any arbitration hearings will take place in the county (or parish) where you are receiving Services. If the value of your claim is USD \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephone, or by an in-person hearing. If the value of your claim exceeds USD \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of this arbitration provision or the arbitrability of disputes are for the court to decide. The arbitrator may consider, but is not bound by, rulings in other arbitrations between Taco Time and Taco Time Users. The arbitrator can award the same individualized damages and relief that a court can award. Judgement on the award may be entered by any court having jurisdiction.

(d) *Costs of Arbitration.* The AAA’s fee schedule is subject to change and may be found in the AAA Rules (available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879). Taco Time will pay all AAA filing, administrative and arbitrator fees for any arbitration that Taco Time commences. If you provided Taco Time with 60 days’ notice of your intent to arbitrate before commencing arbitration and the value of your claim is USD \$75,000 or less, Taco Time will pay your share of any such AAA fees. If the value of your claim exceeds USD \$75,000, the allocation of AAA fees will be governed by the AAA Rules (unless the law of your state requires Taco Time to pay all such fees). If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees shall be governed by the AAA Rules. In such cases, the arbitrator may direct you to reimburse Taco Time for amounts that Taco Time paid on your behalf.

(e) *No Class Arbitration.* The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND TACO TIME AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED GROUP LITIGATION OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless all affected parties agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or group proceeding. If a court decides that applicable law precludes enforcement of any of this subsection’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

(f) *30-Day Opt-Out Period.* If you do not wish to be bound by the arbitration and class-action waiver provisions in this Section, you must notify Taco Time in writing within 30 calendar days of the date that you first accept these Terms (unless a longer period is required by applicable law). Your written notification must be mailed to Taco Time at the following address: 3401 Lind Avenue SW Renton, WA. 98057. Subject to Subsection (g) below, if you do not notify Taco Time in accordance with this Subsection (f), you agree to be bound by the arbitration and group litigation waiver provisions of these Terms, including such provisions in any Terms revised after the date of your first acceptance. Such notification must include: (a) your name, (b) your Taco Time account email address, (c) your mailing address and (d) a statement that you do not wish to resolve disputes with Taco Time through arbitration. This notification affects these Terms only; if you previously entered into other arbitration agreements with Taco Time or enter into other such

agreements in the future, your notification that you are opting out of the arbitration provision in these Terms shall not affect the other arbitration agreements between you and Taco Time.

(g) *Future Changes to Arbitration Provision.* If Taco Time makes any changes to the Dispute Resolution and Arbitration Section of these Terms (other than a change to the address at which Taco Time will receive notices of dispute, opt-out notices or rejections of future changes to the Dispute Resolution and Arbitration Section), you may reject any such change by sending us written notice within 30 calendar days of the change to: [info@TacoTimeNW.com](mailto:info@TacoTimeNW.com). It is not necessary to send us a rejection of a future change to the Dispute Resolution and Arbitration Section of these Terms if you had properly opted out of the arbitration and group litigation waiver provisions in this Section within the first 30 calendar days after you first accepted these Terms. If you have not properly opted out of the arbitration and group litigation waiver provisions in this Section, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject.

**Termination.** The Terms will remain in full force and effect while you access and use the Services. We may suspend or terminate your right to use the Services (including your account, if any) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your account and right to access and use the Services will terminate immediately. Taco Time will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your account.

**Governing Law and Jurisdiction.** All matters arising out of or relating to these Terms, the Services, or Services Content will be governed and construed in accordance with the laws of the State of Washington, without regard to its conflict of law principles. You hereby consent to the exclusive jurisdiction of the state and federal courts located in King County, Washington, with respect to any action arising in connection with these Terms, the Services, or Services Content.

**Age Restriction.** You affirm that you are at least eighteen (18) years of age, or an emancipated minor, and are fully able and competent to enter into these Terms and abide by and comply with these Terms.

**Privacy.** Taco Time collects, uses, and shares personal information collected through the Services in accordance with its [Privacy Policy](#).

**Electronic Communications.** By using the Services, you consent to receive electronic communications from Taco Time unless you follow applicable opt-out procedures. Taco Time will communicate with you by email or by posting notices on the Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

**Local Laws.** Taco Time makes no representation that the Services or Services Content is appropriate or available for use in jurisdictions outside the United States. Access to the Services from jurisdictions where such access is illegal is prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk and are responsible for compliance with applicable local laws. The Services may be subject to United States export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any United States technical data acquired from the Services, or any products utilizing such data, in violation of the United States export laws or regulations.

**Miscellaneous.** These Terms constitute the entire agreement between you and Taco Time regarding the Services and Services Content. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**Notice to California Residents.** Under California Civil Code Section 1789.3, California residents are entitled to specific consumer rights information. Taco Time is located at the address set forth below. If you are a resident of the state of California, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the

California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210.

**Changes.** Taco Time may revise these Terms or the Services, or stop providing the Services, at any time and without notice to you. Taco Time encourages you to review these Terms frequently (*the date of the most recent revision to these Terms appears at the top of these Terms*). Your continued access to or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

**Contact.** If you have additional questions or comments on these Terms, please let us know by sending your comments or questions to us at:

Taco Time Northwest  
3401 Lind Avenue SW  
Renton, WA. 98057  
1.800.700.8226  
info@TacoTimeNW.com