

El Toro Loco - Refund Policy & Terms

Refund Policy

You have the ability to update or abandon your order at any time until you check in your order at a restaurant. However, once you complete your check in at a restaurant, you cannot cancel it. If you desire to seek a refund for any reason, including if the products are unsatisfactory or other reasons, please contact the restaurant where you purchased the product regarding any refund due to you. Your legal rights in this respect are not affected by anything in these terms.

Privacy Policy

This statement sets forth the Privacy Policy of our restaurant (the “Company”) for the use of the Company’s website (the “website” or “site”), and describes the practices that the Company will follow with respect to the privacy of users of the website. This Privacy Policy does not apply to the Company’s offline information collection activities. From time to time, we may change this Privacy Policy. For example, as we update and improve our service, new features may require modifications to the Privacy Policy. Accordingly, you should note the date of the latest revision of this Privacy Policy posted at the bottom of this Privacy Policy, which should alert you to changes in this Privacy Policy since your prior visit to this website.

1. Personally Identifiable Information: "Personally identifiable information" is information specifically about you that can be used to identify you, such as name, address, e-mail address, a user ID, a driver’s license number or a credit card number.

2. Information Collection, Use and Distribution: We want you to understand what private information we collect about you, and how we use your private information. The nature of the services that we provide through our website requires that we collect and use information about you as more fully described below. Some of your private information may be disclosed to third parties (for example, accrediting bodies) in order to provide the information and services that you request, and may be used by both the Company and third parties to provide

that information and/or perform those services. In addition, the Company and third parties may use your private information to offer you additional information, products, or services that match your areas of interest.

We may request that you voluntarily supply us with information, including your e-mail address, street address, telephone number or other information so that we may enhance your site visit, fulfill any orders you may place through our site, or follow up with you after your visit. Whether you provide any information is entirely up to you.

If you have voluntarily provided information, you consented to the collection and use of your personally identifiable information as described in this Privacy Policy. We do not sell or rent personally identifiable information collected through this site to anyone. Also, the Company may provide aggregate statistics about visitors to our website, such as volume, traffic patterns, and related site information to reputable third-parties, but these statistics will not include any personally identifiable information. the Company may also disclose information in special cases when we have a good faith belief that such action is necessary to: (a) conform to legal requirements or comply with legal process; (b) protect and enforce our rights or property; (c) enforce the website Terms and Conditions of Use or this Privacy Policy; (d) act to protect the interests of our users or others; (e) resolve disputes, or (f) troubleshoot website problems.

If you have voluntarily provided personally identifiable information, we may, from time to time, send you mail or e-mail regarding products and services. If you do not want to receive such offers and mailings, you can easily indicate that by checking the appropriate box on the submission form.

3. Children's Privacy and Site Age Limitations. This website is intended for use by persons aged 13 or older, and by your use of this site you affirm that you are at least 13 years of age. In addition, if you are under the age of 18, you are only permitted to use this website with the consent of your parents or an adult guardian. The Company will not knowingly allow registration of an account for any person that the Company believes to be younger than 13. We also do not collect any personally identifiable information from any persons under the age of 13 and if we

discover that we have been provided any such information, we will delete this information from our records.

4. Information Security: We exercise great care to protect your personally identifiable information. This includes, among other things, using commercially reasonable and industry standard security practices. Unfortunately, no data transmission over the Internet can be guaranteed to be completely secure. As a result, while we strive to protect your personally identifiable information, we cannot ensure or warrant the security of any information you transmit to us or receive from us or through one of our applications. This is especially true for information you transmit via e-mail. We have no way of protecting that information until it reaches us. Once we receive your transmission, we use what we believe are commercially reasonable efforts to ensure its security on our servers.

Internally, we will use reasonable efforts to restrict access to your personally identifiable information to employees or contractors who need access to the information to do their jobs. These employees and contractors are required to adhere to our privacy policies.

We will review and update our security arrangements and procedures from time to time as we deem appropriate.

5. Protecting Your Information: We recommend that you do not divulge your user password to anyone. We will never ask you for your password in an unsolicited phone call or in an unsolicited e-mail. Also remember to sign out of the website and close your browser window when you have finished visiting our site. This is to ensure that others cannot access your personally identifiable information and correspondence if others have access to your computer.

6. Use of Cookies: This website, like many other commercial applications and web sites, utilizes a standard technology called "cookies" to collect information about how our site is used. Cookies are designed to help a web site operator determine that a particular user has visited the site previously and thus save and remember any preferences that may have been set while the user was browsing the site. Cookies are small strings of text that web sites can send to your browser. Cookies cannot retrieve any other data from your hard drive or obtain your e-mail address.

If you are simply browsing the website, a cookie may be used to identify your browser as one that has visited the site before.

We also make use of memory-based cookies in support of authenticating the user of certain the Company website applications. Similarly, if you are a registered user of a site providing service to the Company users (and have a user ID and password), such sites may use cookies to provide personalized information based on preferences you have indicated while using that site. Although you have the ability to modify your browser to either accept all cookies, notify you when a cookie is sent, or reject all cookies, it may not be possible to utilize features of this website if you reject cookies.

7. Terms and Conditions: Please also visit our Terms and Conditions section, which sets forth permitted application and website use, disclaimers, and limitations of liability governing the use of this website.

8. Privacy Policy Changes: As noted above, we may change our privacy policies from time to time and we may also modify this Privacy Policy. If we plan to use your personally identifiable information in a manner different from that stated at the time of collection we will notify you via the e-mail address that you have provided to us or by other means that are reasonable under the circumstances. You will have a choice as to whether or not we use your information in this different manner.

9. Links to Other Sites: This website may contain links to other websites. While we seek to link only to sites that share our high standards and respect for privacy, we are not responsible for the privacy practices employed by, or the content contained on or accessible from, such other websites.

10. Ownership Changes: In the event that the Company, its business or this website becomes owned or controlled by other individuals or entities, the information we have collected about you through this website or otherwise may be transferred to such other individuals or entities. In such an event, this Privacy Policy will continue to apply to the information gathered online about you through this site until you are notified otherwise or a change is made to this Policy and posted or notified as provided above.

11. Contact Information: If you have questions or concerns regarding this Privacy Policy, you should contact the Company from our contact page.

Terms & Conditions

WEBSITE TERMS AND CONDITIONS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. ALL USERS OF THIS SITE AGREE THAT ACCESS TO AND USE OF THIS SITE ARE SUBJECT TO THESE TERMS AND CONDITIONS AND OTHER APPLICABLE LAW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THIS SITE.

Our restaurant (the “Company”) provides this website (the “website” or “site”) for its customers and other permitted users. We’ve worked hard to give you the essential information here and elsewhere on our site to get you comfortable with our site and to make it useful to you. These Terms and Conditions of Use (the “Terms and Conditions”) help enable us to provide you with the products and services, information, other content and features available through our site.

1. Scope of Access to Website and Related Rights: Subject to these Terms and Conditions, the Company grants you a limited, revocable right to access and use the site solely for your own use. You agree not to modify, adapt, translate, or reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of this website. Further, you may not reproduce all or any portion of the site. This website and its contents are the intellectual property of and are owned by the Company and/or its licensors. The Company reserves the right to suspend or terminate use of this website or its services by you or other users in its sole discretion.

2. User Account: Prior to placing an order from this site you may establish a user account, however this is not required to place your order. If you establish a user account it will be accessible upon input of an authorized e-mail address and a designated password. You are responsible for maintaining the security of any user passwords and other account details issued to you for use with the site, and you are

also responsible for the integrity and security of the operating environment from which you access the site.

3. Children's Privacy and Site Age Limitations: This website is intended for use by persons aged 13 or older, and by your use of this site you affirm that you are at least 13 years of age. In addition, if you are under the age of 18, you are only permitted to use this website with the consent of your parents or an adult guardian. The Company will not knowingly allow registration of an account for any person that the Company believes to be younger than 13. We also do not collect any personally identifiable information from any persons under the age of 13 and if we discover that we have been provided any such information, we will delete this information from our records.

4. Pricing or Other Information Errors: Although the Company strives at all times to maintain the accuracy of information maintained on this site, including pricing information and product details, occasionally pricing or other information errors may occur on this site. In the event that any Company product that is available through this site is mistakenly listed at an incorrect price or with other incorrect information, the Company reserves the right to either refuse or cancel the order or to charge you the correct price when you come to pick up your order.

5. Order Acceptance and Inability to Fulfill Orders:

5.1 Generally. If you select the appropriate option at the time you place your order, the Company will send an order acknowledgment to your designated e-mail address once you have placed an order with us. The Company reserves the right to refuse or cancel any orders for any reason (including for pricing errors as noted above in Section 4), and whether or not the order has been confirmed. Without limitation of the foregoing, the Company is not responsible for any inability to fulfill orders. If your credit card has already been charged for the purchase and your order is cancelled by the Company, we will issue a credit to your credit card account in the amount charged.

5.2 Abandoned Orders. If you place an order with us and fail to pick it up, the Company reserves the right to charge you the amount due (including by charging your credit card, if applicable). If you realize you cannot pick up the order, please

contact the store that is fulfilling the order as soon as possible to let them know you cannot pick up the order and to see whether a charge may be avoided. Abandoned orders lead to higher food costs, which in turn requires us to raise our prices. This policy is in place to help us manage food costs and keep our prices low.

6. Text Messaging: Our site may offer you the opportunity to receive text messages, including to participate in promotional programs that use text messaging. If you choose to participate in such promotions, you should be aware that your carrier may charge you standard text messaging rates for each message sent or received. You represent to us that you are the owner or authorized user of the wireless device used to receive or send any text messages related to Company programs, products or services.

7. Termination of Website Use: The Company may terminate your access to this website at any time. In addition, your access rights to use this website may also be terminated if you fail to comply with these Terms and Conditions. You agree that the Company will not be liable to you or any third party for any termination of your use of this website as a result of your failure to comply with these Terms and Conditions. If your use of our site is terminated for any reason, the provisions relating to Copyrights, Trademark, Warranty Disclaimers, Limitations of Liability, Indemnification and Miscellaneous, shall survive any such termination.

8. Website Warranty Disclaimers: THIS SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THIS SITE OR THE USE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER THE COMPANY NOR ITS LICENSORS OR HOSTING SERVICES PROVIDERS MAKES ANY WARRANTIES OR

REPRESENTATIONS REGARDING THE USE OF THE INFORMATION ACCESSIBLE THROUGH THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitations of Liability: NEITHER THE COMPANY NOR ITS LICENSORS OR HOSTING SERVICES PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOST PROFITS, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE COMPANY'S PRODUCTS, SERVICES OR THIS SITE, THE PERFORMANCE OR USE OF THIS WEBSITE, OR ANY INFORMATION MADE AVAILABLE THROUGH THIS SITE, EVEN IF THE COMPANY (OR ITS LICENSORS OR HOSTING SERVICES PROVIDERS) HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW CERTAIN LIMITATIONS OF EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. Online Privacy Policy: We are diligent about protecting your privacy and that of other users of this website and the use of this website is subject to our Privacy Policy, which you may review by clicking [here](#).

11. Copyright: The entire contents included in this site, including but not limited to text, graphics or code is copyrighted under the United States and other copyright laws, and is the property of the Company (or its licensors), with ALL RIGHTS RESERVED. You agree not to change or delete any proprietary notices from materials downloaded or accessed from this site.

12. Trademarks: All trademarks, service marks and trade names and logos of the Company used in this site are trademarks or registered trademarks of the Company. Other marks used on this site that have been posted by the Company are the property of their respective owners and are used on this website under permission.

13. **Applicability of Terms and Changes:** These Terms and Conditions are applicable to you upon your accessing the site and/or completing the registration or ordering process. These Terms and Conditions, or any part of them, may be modified by the Company without notice at any time, for any reason; provided that if we decide to modify these Terms and Conditions, we will note at the bottom of these Terms and Conditions the date of the last update, which should alert you to changes in these Terms and Conditions since your prior visit to this website.

14. **Indemnification:** You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from (i) any violation of these Terms and Conditions, (ii) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your user account, (iii) any content or other materials provided or posted by you, or (iv) the violation by you of the rights (including intellectual property rights) of any third party resulting from your use of the site.

15. **Third-Party Links:** In an attempt to provide increased value to our customers and other site visitors, the Company may provide links to sites operated by third parties. However, even if the third party is affiliated with the Company, the Company has no control over these linked sites, all of which have separate terms and privacy practices, independent of the Company. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, the Company seeks to protect the integrity of its web site and the links placed upon it and therefore welcomes any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

16. **Notice and Address:** The Company may deliver notices to you concerning your activities on this site by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to the Company.

17. **Miscellaneous:** Your use of this site shall be governed in all respects by the laws of the state in which the Company maintains its headquarters office, without regard to such state's choice of law provisions, and not by the U.N. Convention on Contracts for the International Sale of Goods. Any cause of action or claim you

may have with respect to the site must be commenced within one (1) year after the claim or cause of action arises. The Company's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms and Conditions. The Company may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you.