

# Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES (THE "SERVICES") FROM POLLO CAMPERO. BY USING THE SERVICES, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE SERVICES.

1. General. The Services include all means by which Pollo Campero provides content to you or receives content from you, including, without limitation, Pollo Campero websites, download-able software applications, delivery of Pollo Campero content to you at your request, mobile web sites, mobile download-able applications, services that allow you to submit content to Pollo Campero, blog submission services, chat rooms and message boards. The Services are owned and operated by Pollo Campero. Pollo Campero has the right at any time to change or discontinue any aspect or feature of the Services, including, without limitation, the content, hours of availability, and equipment needed for access or use of the Services.
2. Equipment. You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Services and all charges related thereto.
3. Restrictions on Use.
  - A. You shall use the Services for lawful purposes only. You shall not post or transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violate any law. Without Pollo Campero's express prior approval, you shall not post or transmit through the Services any material which contains advertising or any solicitation with respect to products or services. You shall not use the Services to advertise or perform any commercial solicitation, including, without limitation, the solicitation of users to become subscribers of other on-line information services competitive with the Services. Any conduct by you that in Pollo Campero's discretion restricts or inhibits any other user from using or enjoying the Services will not be permitted.
  - B. The Services contains copyrighted material, trademarks and other proprietary information, including, without limitation, text, software, images, video, graphics, music and sound, and the contents of the Services are copyrighted under the United States copyright laws. You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of

downloaded material will be permitted without the express written permission of Pollo Campero and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made and no ownership rights shall be transferred.

- C. You shall not e-mail, upload, post or otherwise make available on the Services any material protected by the copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. Subject to Pollo Campero's policies regarding privacy, any e-mails, notes, message/billboard/forum postings, images, videos, ideas, suggestions, concepts or other material submitted will be treated as non-confidential and non-proprietary and will become the property of Pollo Campero throughout the universe. By submitting material to Pollo Campero, you automatically grant, or warrant that the owner of such material has expressly granted Pollo Campero the royalty-free, worldwide, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, display, translate, perform, edit, transmit, reformat, sublicense and distribute such material (in whole or in part, directly or indirectly) and/or to incorporate it in other works in any form, media or technology now known or hereafter developed; you waive your rights to attribution, integrity, or moral rights in the materials in connection with their use by Pollo Campero and other authorized parties; you agree to allow use of your name and city on the Services and in publicity or advertising without compensation; and you understand and agree that Pollo Campero shall have no obligation to copy, publish, display or otherwise exploit the materials, nor shall they be obligated to prevent, or have any liability for, any unauthorized copying, publishing, displaying or other exploitation of the materials. You grant Pollo Campero and RSS the right to edit, copy, display, publish and distribute any materials made available on the Services by you.
- D. The foregoing provisions of Section 3 are for the benefit of Pollo Campero, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

4. Disclaimer of Warranty; Limitation of Liability.

- A. YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. NEITHER Pollo Campero, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR FROM

THE INFORMATION CONTAINED THEREIN, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SERVICES.

- B. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE SERVICES.
- C. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE SERVICES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, TO THE FULLEST EXTENT PERMISSIBLE BY LAW. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS WHICH MAY NOT BE DISCLAIMED. YOU SPECIFICALLY ACKNOWLEDGE THAT Pollo Campero IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES OVER WHICH IT HAS NO CONTROL.
- D. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL Pollo Campero's TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS WHICH MAY NOT BE DISCLAIMED.
- E. Monitoring. Pollo Campero shall have the right in its sole discretion to refuse to post or remove any material submitted to or posted on the Services. Pollo Campero does not have an obligation to review posted material on the Services, and Pollo Campero cannot assure that the material will either be appropriate or appropriately expressed. Pollo Campero cannot publish all material submitted to the Services. The choice of which material is selected for the Services is at the sole discretion of Pollo Campero and cannot be disputed. Without limiting the foregoing, Pollo Campero shall have the right to remove any material that Pollo Campero, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.
- F. Indemnification. You agree to defend, indemnify and hold harmless Pollo Campero and its suppliers, licensors and affiliated companies and their respective directors, officers, employees, contractors and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including

- reasonable attorneys' fees and costs) arising out, relating to or in connection with (a) your use of the Services, (b) the content of any materials you submit, (c) any violation of any law or regulation by you, and (d) this agreement.
- G. Trademarks. Pollo Campero, and their logos are trademarks of Pollo Campero. All rights reserved. All other trademarks appearing on the Services are the property of Pollo Campero or their respective owners.
  - H. Third Party Content. Pollo Campero is not a publisher of content supplied by third parties and users of the Services. Accordingly, Pollo Campero has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the respective author(s) or distributor(s) and not of Pollo Campero. In many instances, the content available through the Services represents the opinions and judgments of the respective information provider or user. Pollo Campero neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Services by anyone other than authorized Pollo Campero employee spokespersons while acting in their official capacities.
  - I. Viruses. Pollo Campero also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Services or your downloading of any materials, data, text, images, video, or audio from the Services.
  - J. Export Control. Software and other materials from the Services may also be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from the Services may be downloaded or exported (1) into (or to a national or resident of) Cuba, North Korea, Iran, Syria, Sudan or any other country to which the United States has embargoed goods; or (2) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Pollo Campero does not authorize the downloading or exportation of any software or technical data from the Services to any jurisdiction prohibited by the United States Export Laws.
  - K. Business Associates. The business associates of Pollo Campero identified on the Services are independent contractors of Pollo Campero. The business associates are not joint venturers or partners of Pollo Campero. No employee or representative of the business associates is under the control of Pollo Campero.
  - L. Changed Terms. Pollo Campero has the right at any time to change or modify the terms and conditions applicable to use of the Services, or any part thereof, or to impose new conditions, including, without limitation, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, without limitation, posting on the Services, or by electronic or conventional mail, or by any other means.

Any use of the Services by you after such notice shall be deemed to constitute acceptance of such changes, modifications, additions or deletions.

- M. Miscellaneous. These terms of use constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to its conflicts of law principles. All disputes under this Agreement shall be resolved by the State Courts of Dallas County in the State of Texas or in the United States District Court for the Northern District of Texas, and each party consents to the exclusive jurisdiction of such courts and hereby waives any jurisdictional or venue defenses otherwise available to it. No waiver by Pollo Campero of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.
- N. Links. The Services incorporate links to other Web sites. Pollo Campero does not in any way endorse, nor is it responsible for, the content on those other Web sites.
- O. Copyrights and Copyright Agent. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please provide Pollo Campero's Copyright Agent the following information in writing, as required by the Digital Millennium Copyright Act, 17 U.S.C. 512 ("DMCA"):
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 copyright 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 Pollo Campero to locate the material;
  4. Information reasonably sufficient to permit Pollo Campero to contact you;
  5. A statement that you have 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 you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our agent for notice of claims of copyright infringement on the Services can be reached as follows:

**Pollo Campero**

5420 Lyndon B. Johnson Freeway

Lincoln Centre Tower II, Suite 950

Dallas, Texas 75240

Attn: Copyright Management

Email: [marketingcusa@campero.com](mailto:marketingcusa@campero.com)

This contact information is only for reporting copyright infringement. Contact information for other matters is provided elsewhere on this site.