

## Del Taco® Terms of Use

The Effective Date of these Terms of Use is February 22, 2017.

**IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING THIS WEBSITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. YOU AGREE THAT BY ACCESSING THIS WEBSITE AT WWW.DELTACO.COM OR ANY AFFILIATED WEBSITE (DEFINED BELOW), YOU EXPRESSLY CONSENT AND AGREE TO BE BOUND BY THIS TERMS OF USE AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN (“TERMS OF USE” OR “AGREEMENT”) WHETHER YOU ARE A VISITOR (WHICH MEANS THAT YOU SIMPLY BROWSE THIS WEBSITE OR AN AFFILIATED WEBSITE), OR A CUSTOMER (WHICH MEANS THAT YOU HAVE ENROLLED IN OR PURCHASED A PRODUCT, SERVICE OR PROGRAM VIA THIS WEBSITE OR AN AFFILIATED WEBSITE). THE TERM “YOU” OR “USER” REFERS TO A VISITOR OR A CUSTOMER. THE TERM “WE” REFERS TO DEL TACO OR ANY OF ITS AFFILIATES. IF YOU ARE A VISITOR AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHOULD IMMEDIATELY CEASE ACCESSING AND USING THIS WEBSITE OR AFFILIATED WEBSITE. IF YOU WISH TO ENROLL IN OR PURCHASE A PRODUCT, SERVICE OR PROGRAM AND BECOME A CUSTOMER, YOU MUST CONFIRM THAT YOU HAVE READ THIS AGREEMENT AND INDICATE YOUR ACCEPTANCE DURING THE REGISTRATION OR LOG-IN PROCESS.**

These are Del Taco LLC's ("Del Taco", "we", "our") and related affiliates Terms of Use. The Terms of Use apply to our websites (including [www.deltaco.com](http://www.deltaco.com), [www.deltacofranchise.com](http://www.deltacofranchise.com), [www.deltacowebstore.com](http://www.deltacowebstore.com), and [www.deltacogiftcards.com](http://www.deltacogiftcards.com), interactive features and mobile sites that post a link to it (collectively, "Sites") whether accessed via personal computers, mobile devices, tablets or other technology (collectively, "Device"). You agree to these Terms of Use by accessing or using the Sites. FOR THE AVOIDANCE OF DOUBT, IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, DO NOT USE THE SITES.

In some instances, both these Terms of Use and an additional set of terms or guidelines may apply to a service or product offered via the Sites ("**Additional Terms**"). To the extent there is a direct conflict between these Terms of Use and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. However, in all events, the Terms of Use "Dispute Resolution Policy" at Section 1 of this Agreement shall apply for any and all disputes between you and Del Taco. Please also review this Site's [Privacy Policy](#).

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## **1. DISPUTE RESOLUTION POLICY**

### **BINDING ARBITRATION**

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING DEL TACO'S CUSTOMER SERVICE DEPARTMENT AT 800-852-7204. IN THE UNLIKELY EVENT THAT DEL TACO'S CUSTOMER SERVICE DEPARTMENT IS UNABLE TO RESOLVE YOUR CONCERNS, WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS

SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ARBITRATIONS ARE NOT PERMITTED. DEL TACO WILL PAY ALL ADMINISTRATIVE COSTS OF THE ARBITRATOR, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, BOTH YOU AND DEL TACO WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

**Arbitration Agreement:**

(a) Del Taco and you agree to arbitrate all disputes and claims between us arising out of this Agreement, use of the Sites, or products, services, or programs you purchase or enroll in via the Sites or through mobile application, except any disputes or claims which under governing law are not subject to arbitration. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us subject to arbitration to the fullest extent permitted by law. The agreement to arbitrate otherwise includes, but is not limited to: claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement.

For purposes of this arbitration provision, references to "Del Taco," "you," and "us" shall include our respective parent entities, subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, websites of the foregoing, as well as all authorized or unauthorized users or beneficiaries of services, products or information under this or prior Agreements between us relating to or arising from any aspect of your use of the Sites. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and Del Taco are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Del Taco should be addressed to: General Counsel, Del Taco, 25521 Commercentre Drive, Lake Forest, CA 92630 ("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from Del Taco ("Demand"). If Del Taco and you do not reach an agreement to resolve the claim within 30 days after the Notice is

received, you or Del Taco may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Del Taco or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Del Taco is entitled. The arbitration proceedings shall remain confidential.

You may obtain more information about arbitration from [www.adr.org](http://www.adr.org).

(c) After Del Taco receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. The filing fee currently is \$200 for claims under \$10,000, but is subject to change by the arbitration provider. The arbitration will be governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the Agreement's other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this Agreement including, but not limited to any claim that all or any part of this arbitration provision or Agreement is void or voidable. However if putative class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, then the court shall decide whether this agreement permits class proceedings. For the avoidance of doubt, the court and arbitrator shall be bound by the terms of this Agreement, including with regard to the class and representative waiver provision. Unless Del Taco and you agree otherwise, any final arbitration hearings will take place in the county (or parish) of your billing or registered address. Case management and other hearings shall be heard via telephone unless otherwise agreed to. Except as otherwise provided for herein, Del Taco will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Del Taco for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(d) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(e) YOU AND DEL TACO 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 CLASS OR REPRESENTATIVE PROCEEDING. If this specific subparagraph (e) is found to be

unenforceable in its entirety, then the entirety of this arbitration provision shall be null and void.

(f) Notwithstanding any provision in this Agreement to the contrary, we agree that if Del Taco makes any change to this arbitration provision (other than a change to the Notice Address) after your enrollment in a service or program, you may reject any such change and require Del Taco to adhere to the language in this provision as written at the time of your enrollment or purchase if a dispute between us arises

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2.

## **OWNERSHIP OF MATERIALS**

Unless otherwise explicitly specified, all materials that are in or are otherwise a part of the Sites, including, without limitation: graphics; layout; text; images; audio videos; designs; advertising copy; logos; domain names; trade names; and trade identities; any and all copyrightable material (including source and object code); the "look and feel" of the Sites; the compilation, assembly and arrangement of the materials of the Sites; and all other materials related to the Sites (collectively, the "**Materials**") are owned, controlled or licensed by Del Taco. The Materials may not be copied, reproduced, downloaded or distributed in any way, in whole or in part, except as is expressly provided in these Terms of Use. **Any unauthorized use of the Materials is prohibited.**

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3.

## **YOUR LICENSE TO USE MATERIALS ON OUR SITES**

Subject to your strict compliance with these Terms of Use, Del Taco grants you a limited, non-exclusive, revocable, non-assignable and non-transferable license to download, view and/or play one copy of the Materials on your Device for your personal, non-commercial use only, provided that: (a) you keep intact all copyright and other proprietary notices contained in the Materials; (b) you do not use the Materials in a manner that suggests an association with any of our products; and (c) you make no modifications to the Materials. All other rights in and to the Materials are hereby expressly reserved to Del Taco or its licensors.

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4.

## USER FORUMS

The Sites may offer message boards or other interactive areas ("User Forums") where users may share their comments, opinions, information, materials, and other user-generated content (each, "**User Content**").

a. Rights You Grant to Us. If you submit User Content (including by e-mail or text message) you: (1) grant to Del Taco an irrevocable, worldwide, nonexclusive, perpetual, fully sub-licensable and assignable, royalty-free license to use, copy, modify, incorporate in other works, create derivative works from, publish and perform that User Content and your name, voice, likeness and other identifying information in connection with that User Content via any media now known or later developed, without any compensation to you, and (2) waive all of your moral rights in that User Content to the fullest extent permitted by law.

b. No Obligation to Prescreen/Monitor. You agree and understand that we are not obligated to post, keep or use your User Content. We do not have any obligation to prescreen, monitor, edit, or remove any User Content. However, we retain the right (but not the obligation), in our sole discretion to do so.

c. No Confidential Relationship/No Unsolicited Materials. Except as otherwise described in the Sites' [Privacy Policy](#), any User Content will be treated as non-confidential and non-proprietary. Del Taco will not be liable for any use or disclosure of any User Content that you provide.

d. No Product Ideas Please. It is our policy not to accept product ideas or suggestions other than those we have specifically requested and to which certain terms and conditions may apply. This is to avoid any misunderstandings if your ideas are similar to products we have developed or are developing independently. Accordingly, Del Taco takes no responsibility for any ideas so transmitted.

e. Representations You Make to Us. You represent and warrant to Del Taco that your User Content: (1) is not confidential and that you have all necessary permissions to submit such User Content; and (2) does not infringe upon, misappropriate or violate the rights of any third parties, including, without limitation, any intellectual property rights, rights of publicity or privacy, or any other proprietary rights.

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5.

## **USER FORUM RULES**

The following rules are here to help you understand the conduct that is expected of you when you participate in User Forums. Your participation in any User Forum is subject to the following:

**It's Public.**

Please remember that User Forums are public and User Content will be accessible and viewable by other users. Do not post personal information about yourself or any third party (e.g., full name, password, phone number, address, e-mail address or other contact information).

**Original Content Please.**

All User Content must be original with you, not copied from someone else's work, and you must have all rights in the User Content.

**No pictures or images of anyone but you, your friends and family.**

If you upload photos, link to embedded videos, or include other images of real people, make sure they are of you or of you and someone you know but only with their express permission to post it.

**No Music.**

Your User Content must not contain any music unless the work and performance is original with you and/or you have all rights to the musical work (including any performances).

**No Trademarks or Logos.**

Do not include any visible logos, phrases or trademarks.

**Keep it relevant.**

Your User Content should be intended to add to the discussion and community (this is not the place to discuss politics, religion, or private matters).

**Please follow codes of social decency.**

Cursing, flaming, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, gender, sexual preference or

physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic or sexually explicit.

**No commercial use.**

Your User Content may not promote a product or service.

**No inappropriate or illegal activity.**

Your User Content may not promote any illegal activity or violence nor may it describe how to perform a violent or dangerous act.

**Be honest.**

Do not post User Content that you know is false, fraudulent, deceptive, misleading or that misrepresents your identity or affiliation with a person or company.

**No viruses.**

User Content may not contain viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Sites or any computer system.

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6.

## **REGISTRATION**

Certain areas of the Sites may require registration or otherwise ask you to provide information to participate in certain features, make purchases or access certain Materials or User Content. The decision to provide this information is purely optional; however, if you elect not to provide such information, you may not be able to access these things. Your use of the Sites, registration and any interaction with Del Taco arising out of use or registration, including via online or mobile application, shall be governed by the Terms of Use.

If you register with us, you agree to accept responsibility for all activities that occur under your account or password and are responsible for maintaining the confidentiality of your password. Del Taco reserves the right to terminate your account or otherwise deny you access in its sole discretion without notice and without liability.

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7.

## **SWEEPSTAKES, CONTESTS, AND PROMOTIONS**

Any sweepstakes, contests or other promotions (any, a “**Promotion**”) offered via the Sites



may be governed by a separate set of rules that may have eligibility requirements, such as certain age or geographic area restrictions, and terms and conditions governing the Promotion. By participating in a Promotion, you will be subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the identified sponsor(s). However, in all other respects not specifically mentioned in the separate official rules pertaining to specific Promotions, these Terms of Use shall govern your participation in the Promotion, and any and all disputes you may have arising out of a Promotion shall be governed by the Dispute Resolution Policy herein.

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8.

## **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY**

Del Taco has a designated agent for receiving notices of copyright infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Del Taco copyright agent the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) 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 (f) 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.

Del Taco copyright agent for notice of claims of copyright infringement can be reached as follows:

Name: Jack Tang

Mailing address: 25521 Commercentre Drive, Suite 200

Lake Forest, CA 92630

Phone number: (949) 462-9300

Fax: (949) 616-5002

E-mail address: JTang@DelTaco.com

NOTE: This contact information is for inquiries regarding potential copyright infringement only.

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9.

## **MERCHANDISE AND GIFT CARDS**

The Sites may offer you the ability to purchase merchandise (“**Merchandise**”) and gift cards in denominations from \$10-\$100 (“**Gift Cards**”). The Gift Cards are redeemable at participating U.S. Del Taco stores only. Gift Cards may not be used to purchase Merchandise on the Sites. In addition to being governed by these Terms of Use, your purchases via the Sites are subject to the following terms:

No refunds will be provided for the purchase of Gift Cards.

Merchandise will be replaced with the identical item free of charge under the following conditions only:

1. Merchandise was received by you defective or damaged in shipping.
2. Identical replacement item is available.
3. You notify us and request a replacement within three (3) days of receiving the item.

Refunds for Merchandise will be provided under the following conditions only:

4. Merchandise is returned to us in unused, unopened, and salable condition.
5. You ship the Merchandise back to us at your expense.
6. Shipping fees will not be refunded.

Payment is by credit card only. Currently, we accept Visa, MasterCard, and Discover for Merchandise and Gift Card purchases. We may also, at our discretion, accept payment via mobile application. Cash, personal checks and cashiers/certified checks, money orders, or any other form of payment will not be accepted.

By purchasing Merchandise or Gift Cards and providing payment information, you represent that you are authorized to utilize the payment method presented and agree to pay the required fee, including via mobile application. Furthermore, you agree and authorize us to: (i) submit a transaction using the card information provided, (ii) in the case of a recurring or serial transaction, utilize the payment information previously submitted to us, (iii) if necessary, obtain updates from card issuers for cards provided to us, (iv) if necessary (and applicable) bill your mobile carrier via a mobile application if you authorize us to do so; (v) and retain any credit card or payment information or other information obtained in connection with your account. If Del Taco does retain any such information, you acknowledge it is not obligated to retain that information for any specified period of time.

It is your responsibility to verify the items, quantities, costs, shipping fees, tax, payment method, and shipping address of your order prior to submitting your order for credit card authorization.

The cost of each Gift Card varies based on the denomination.

From time to time free bonus gifts may be offered with Merchandise and/or Gift Card purchases. All free bonus gifts are available for a limited time, unless otherwise noted, and are limited to supply on hand. Free food offers will be provided in the form of coupons, or other items valid at participating Del Taco locations, and may have an expiration date. Expiration dates, if applicable, will be disclosed before purchase, and will be clearly printed on the coupons, or items in question.

From time to time discount codes may be published for use on the Sites. If you wish to redeem a published discount code, you must enter it prior to submitting your order. Adjustments will not be made after your order has been submitted for credit card approval.

No backorders will be taken. If an item you ordered is not in stock, the out of stock item will be removed from your order. The in stock items in your order will be filled and shipped, and your credit card will be charged the adjusted order amount. Your order may, or may not contain a packing slip explaining this adjustment has taken place.

Submission of your order constitutes an offer by you to purchase, and Del Taco reserves the right to accept or reject your offer. After submitting your order, you may be shown a “thank you” screen. This is the only confirmation you will receive that your order was submitted. You should print this screen and keep it for your records. Your order shall otherwise be governed by these Terms of Use, including the Dispute Resolution Policy herein.

Product prices do not include any sales, use, privilege, excise, or any other tax or assessment that may arise, and payment of any such costs are your responsibility.

Merchandise and Gift Cards will be shipped via the shipping method selected from the options provided on the Sites at the rate calculated during checkout. All shipping times represented on the Sites are for approximation only, and do not constitute, or imply a delivery date guarantee. We reserve the right to change shipping carriers, and rates without notice. Unless otherwise stated, free Gift Card shipping will be provided by the United States Postal Service, First-Class mail, and is not guaranteed to arrive in any number of days.

No express shippers deliver to PO boxes, so a physical shipping address must be provided when selecting any paid shipping method, other than USPS.

We can only accept orders with a billing and shipping address within the 50 United States.

Should you have questions regarding your order or charges to your credit card, call Del Taco Customer Service at 800-852-7204, Monday through Friday, from 8am to 5pm, Pacific Standard Time.

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10.

### **THIRD PARTY LINKS AND CONTENT**

There may be links from the Sites, or communications you receive from the Sites, to third party websites. We do not control those third party websites or any of the content contained therein and you expressly acknowledge and agree that we are in no way responsible or liable for any of those third party websites.

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11.

### **LINKING POLICY**

Del Taco grants you the revocable permission to link to the Sites; provided, however, that your website: (a) does not frame or create a browser or border environment around the Sites or otherwise mirror any part of the Sites; (b) does not imply that Del Taco or the Sites is endorsing or sponsoring it or its products; (c) does not present false information about, or disparage, tarnish, or otherwise, in Del Taco sole opinion, harm Del Taco or its products or services; (d) does not use any Del Taco trademarks; (e) does not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Del Taco sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link. By linking to the Sites, you agree that you do and will continue to comply with the above linking requirements, and further agree to be bound by the Terms of Use.

Notwithstanding anything to the contrary contained in these Terms of Use, Del Taco reserves the right to prohibit linking to the Sites for any reason in our sole and absolute discretion even if the linking complies with the requirements described above.

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12.

## MOBILE ACCESS AND APPLICATIONS

The Sites may offer features and services that are available to you via your mobile Device or via mobile application. These features and services may include, without limitation, the ability to upload content to the Sites, receive messages from the Site, download applications to your mobile Device, access Sites features or purchase products or services via mobile application (collectively, the "**Mobile Features**"). If you elect to participate in Mobile Features, standard messaging, data and other fees may be charged by your carrier. Fees and charges for access, messaging and transmission of will appear on your mobile bill or be deducted from your pre-paid balance. For purchases made via mobile application, the fees or charges for products and services may be billed to your mobile carrier or may be charged to an authorized credit card. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. As applicable, instructions regarding how to opt-out of Mobile Features will be disclosed in connection with Mobile Features. The instructions will typically require you to text a keyword (e.g., "STOP," "CANCEL," "END," "UNSUBSCRIBE," "QUIT," etc.) to the applicable shortcode for the Mobile Feature.

As an online or mobile application user or customer, you are agreeing to receive all notifications via email at the email address or mobile number via which you have registered. You are obligated to update the email address or mobile number on file when your email address or mobile number changes. In the event that Del Taco is unable to deliver email or text messages to you, you agree to accept notifications in an alternative method, such as direct mail or SMS messages. We strongly encourage you to select SMS messaging as an alternative method of receiving notifications and alerts. By using the Mobile Features, you agree to be bound by the terms of this Agreement and further agree that we may bill your carrier (if applicable) for purchases you authorize. You also agree that we may send communications to your mobile device, including but not limited to marketing messages. Your consent to receive marketing messages via call or text or SMS messages is not a condition of purchasing any property, good or services. You also consent that we may collect information from your device, as described in our Privacy Policy.

If you have registered for Mobile Features, you agree to notify Del Taco of any changes to your mobile number and update your account on the Sites to reflect this change.

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13.

### **YOUR WARRANTIES**

You represent and warrant that: (i) you are at least the age of majority in your jurisdiction of residence (which is eighteen (18) in most states, but nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) and you have the legal right and capacity to enter into these Terms of Use in your jurisdiction and to comply with these Terms of Use or, if you are a minor, your parent or legal guardian has read and agreed to these Terms of Use on your behalf; (ii) all information you provide to Del Taco is accurate and complete; (iii) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms of Use.

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14.

### **OUR DISCLAIMER OF WARRANTIES**

THE SITES, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, DEL TACO AND ITS EMPLOYEES, MANAGERS, OFFICERS, SHAREHOLDERS, MEMBERS AGENTS, VENDORS, AND CONTRACTORS (COLLECTIVELY, THE "DEL TACO PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SITES; (B) THE MATERIALS; (C) USER CONTENT; (D) ANY PRODUCTS OFFERED OR REFERENCED AT THE SITES; OR (E) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO DEL TACO OR VIA THE SITES. IN ADDITION, THE DEL TACO PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM VIRUS.

THE DEL TACO PARTIES DO NOT REPRESENT OR WARRANT THAT THE SITES OR THE FUNCTIONS CONTAINED THEREIN WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITES OR THE SERVER THAT MAKES THE SITES AVAILABLE IS FREE FROM

ANY HARMFUL COMPONENTS. THE DEL TACO PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION ON THE SITES IS ACCURATE, COMPLETE, CORRECT, RELIABLE OR OTHERWISE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITES, THAT YOUR USE IS AT YOUR SOLE RISK. THE DEL TACO PARTIES DO NOT WARRANT THAT YOUR USE OF THESE SITES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE DEL TACO PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS.

THE DEL TACO PARTIES DO NOT ENDORSE THE USER CONTENT, ARE NOT RESPONSIBLE FOR THE USER CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY USER CONTENT OBTAINED THROUGH THE SITES.

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15.

#### **LIMITATION OF LIABILITY; WAIVER**

UNDER NO CIRCUMSTANCES WILL THE DEL TACO PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SITES; (B) THE MATERIALS; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SITES; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE DEL TACO PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITES; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER RIGHTS OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SITES' TECHNICAL OPERATION; OR (H) ANY DAMAGE TO ANY USER'S DEVICE, SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION,

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IN THE EVENT OF ANY CLAIM OR DISPUTE BETWEEN THE PARTIES, YOU WILL HAVE NO RIGHT TO SEEK OR OBTAIN INJUNCTIVE RELIEF; YOUR RIGHTS WILL BE LIMITED TO AN ACTION AT LAW TO SEEK ACTUAL MONETARY DAMAGES, IF ANY.

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