



Terms & Conditions

Last Updated: September 24, 2024

Read these terms and conditions of use carefully before accessing, using or obtaining any materials, information, products or services. By accessing, the Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill website, mobile or tablet application, all social media platforms, or rewards programs, or any other feature or other Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill platform (collectively “Our Platform”) you agree to be bound by these terms and conditions (“Terms”) and our Privacy Policy. If you do not accept all these Terms, then you may not use Our Platform. In these Terms, “we”, “us”, “our” or “Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill” refers to Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill and “you” or “your” refers to you as the user of Our Platform.

We may modify these Terms, for any reason at any time, by posting a new version on Our Platform; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of Our Platform following the posting of modified Terms will be subject to the Terms in effect at the time of your use. Please review these Terms periodically for changes. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with Our Platform in any way, your only recourse is to immediately terminate use of Our Platform.

To access and use Our Platform, you must register for a Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill account (“Account”) by providing your full legal name, current address, phone number, birthdate, a valid email address and any other information indicates as required. Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.

Limitations on Use

- 1) transmit through the Services any harassing, indecent, obscene, fraudulent, or unlawful material;
- 2) use the Services in violation of applicable laws, or regulations, transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties. You agree that Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill shall, in no event, be liable for any consequential, incidental, indirect, punitive or other loss or damage whatsoever or other loss arising out of or caused by your use of or inability to sue the our Service, even if Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill has been advised of the possibility of such damage.

If you live in the United States of America you must be at least 21 years of age to use our Services or such greater age required in your country to register for or use our Services under applicable law.

Proprietary Rights:

You acknowledge that we retain all proprietary right, title and interest in the Services, our name, logo or other marks (together, the “Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill or is similar to any of these.

Promotional Offers, Coupons, sweepstakes:

Promotional offers, coupons, sweepstakes and other special offers are temporary and, any such offers may expire. We reserve the right to discontinue or modify any promotional offers and coupons in our sole discretion.

Facebook or any other social media:

- 1) You may not use our Products to do or share anything:
 - a. That violates these Terms, and other terms and policies that apply to your use of Social Media.
 - b. That is unlawful, misleading, discriminatory or fraudulent.
 - c. That infringes or violates someone else’s rights.
- 2) You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.
- 3) You may not access or collect data from our Products using automated means or attempt to access data you do not have permission to access.

Eligibility:

Our Platform is available to all guests who are twenty-one (21) years of age or older. No purchase necessary. The following are ineligible to download the App and/or to win a prize, even if they otherwise meet the definition of an Eligible Entrant: employees, officers, directors, agents, successors and assignees of Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill, and affiliated companies, its advertising agencies and any promotional companies involved in any way with the Promotion (all of the above italicized entities collectively referred to herein as “Promotion Parties”), and the immediate family members (defined as spouse, parent,

child, sibling, or grandparent; whether biological adoptive, step or in-law) and those living in the same household (defined as those persons whether related or not who live in the same residence as the Eligible Entrant at any time during the Promotion Period) of such employees, officers, directors, agents, successors and assignees. Void elsewhere and wherever prohibited or restricted by law.

Termination or Suspension:

If you fail, or Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill suspects on reasonable grounds that you have failed, to comply with any of the provisions of this Agreement, Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill may, without notice to you

- (i) terminate this Agreement and/ or your Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill account
- (ii) preclude your access to the Services.

Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you and, to the full extent permitted by law, Hot & Spicy Grill Cafe Inc - DBA - Hot Spicy Grill will not be liable to you or to any third party should it exercise such rights.

THESE TERMS & CONDITIONS ARE GOVERNED BY THE LAWS OF ILLINOIS AND ALL PARTIES SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THIS STATE. THESE TERMS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT