# TERMS OF USE

Your use of the web sites and apps on which these terms reside (collectively, the “Platform”), and the features, loyalty and other programs, events and services offered on or in connection with this Platform (collectively, the “Services”), are subject to these Terms of Use (this “Agreement”), which sets forth a legally binding agreement between you and Taco Bell Corp. (“Taco Bell”).

**To view the portion of this Agreement containing terms and conditions specific to the Taco Bell Loyalty Program,** [**click here**](https://www.tacobell.com/legal-notices/terms-of-use#loyalty)**.**

Please read this Agreement carefully before using this Platform or participating in any Services. If you do not agree to the terms contained in this Agreement, then you may not use the Platform or participate in the Services. Your use of the Platform and/or participation in any Service constitutes your acknowledgement that you have the legal authority to bind yourself or any party you represent to, and your acceptance of, this Agreement. This includes, but is not limited to, conducting this transaction electronically and accepting the disclaimer of warranties, damage and remedy exclusions and limitations, binding arbitration, and a choice of California law. You acknowledge that you have read and agree to be bound by this Agreement and to comply with all applicable laws, regulations, and/or rules with regard to your use of the Platform.

From time to time Taco Bell may update this Platform and this Agreement. Your use of this Platform after Taco Bell posts changes to this Agreement constitutes your agreement to those changes effective immediately and prospectively from the date of such changes. Taco Bell may, in its sole discretion, and at any time, discontinue this Platform or any part thereof and any of the Services, with or without notice, or may prevent your use of this Platform and/or the Services with or without notice to you. You agree that you do not have any rights in this Platform and Taco Bell will have no liability to you if this Platform is discontinued or your ability to access the Platform is terminated.

YOU MAY NOT USE THE PLATFORM FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT. YOUR ACCESS TO THE PLATFORM MAY BE TERMINATED IMMEDIATELY IN TACO BELL’S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT AND/OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR FOR NO REASON.

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LICENSE

Taco Bell grants you a limited, nonexclusive, revocable license to use portions of the Platform solely for your own private, non-commercial purposes only and solely in accordance with the terms of this Agreement. You acknowledge that any reliance on the Platform or any Content (as hereafter defined) will be at your own risk. Taco Bell also makes no representations regarding the amount of time that any Content will be preserved. The Platform, and any services performed, provided or enabled by or through the Platform and all the information, communications, scripting, photos, text, video, graphics, music, sounds, images, layout and other materials provided to you via the Platform and the compilation of the foregoing (collectively “Content”), are intended only for the lawful use by users of the Platform. The Platform, Content, and the selection, coordination, and arrangement thereof, is owned either by Taco Bell, and/or its respective licensors. The unauthorized copying, displaying, selling, distributing, or other use of any Content or Platform is a violation of the law. You acknowledge having been advised by Taco Bell that the Content and Platform is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws, and other intellectual property and proprietary rights laws. You represent and warrant that you will use the Platform and Content only for the purposes permitted herein, that all information you submit is accurate and otherwise complies with this Agreement, and that you will promptly notify Taco Bell if any of your information changes. Taco Bell makes no representation that the Platform or Content is appropriate or available for use in particular locations.

The Platform, Content, Platform Updates (as defined below), documentation, and any accompanying fonts, whether in read-only memory, on any other media or in any other form are licensed to you by Taco Bell subject to the terms of this Agreement. The rights granted herein are non-transferable, and are limited to Taco Bell’s intellectual property rights in the Platform and do not include any other patents or intellectual property rights. The Agreement herein grants you permission to use the Platform on one device at a time. You may not make the Platform available over a network where it could be used on multiple devices at the same time. This Agreement does not grant you any rights to use Taco Bell proprietary interfaces and other intellectual property in the design, development, manufacture, licensing, or distribution of third-party devices and accessories for use with the Platform. Any use of the Platform in any manner not allowed under this Agreement, including, without limitation, resale, transfer, modification, or distribution of the Platform or copying or distribution of text, pictures, music, video, data, hyperlinks, displays, and other content provided by the Platform is prohibited. This Agreement does not entitle you to receive and does not obligate Taco Bell to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Platform. You may not modify, alter, copy, publicly display or perform, distribute, create derivative works, of the Platform.

You agree not to download, display, or use any Content use in any publications, in public performances, on websites for any other commercial purpose, in connection with products or services that are not those of Taco Bell, in any other manner that is likely to cause confusion among consumers, that dilutes the strength of Taco Bell or its licensors’ property, or that otherwise infringes Taco Bell or its licensors’ intellectual property rights. You further agree to in no other way misuse any Content or third party content.

USE OF THE PLATFORM

The following requirements apply to your use of the Platform:

* You will not use any electronic communication feature of the Platform for any purpose that is unlawful, harmful, tortuous, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, incites criminal or abusive acts, or is otherwise objectionable or inappropriate as determined by Taco Bell.
* You will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
* You will not collect or store personal data about other users.
* You will not use the Platform for any commercial purpose not expressly approved by Taco Bell in writing.
* You will not upload, transmit, email, post, or otherwise communicate any advertising or promotional materials, including without limitation, “junk mail,” “surveys,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation or unauthorized communication, including but not limited to any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service.
* You will not upload, post, email, include in any Messages (as hereafter defined) or otherwise transmit any material that contains viruses, corrupted files, software, links to other sites or any other computer code, files, or programs which might adversely affect, interrupt, limit, or interfere with the functionality of Taco Bell’s system or any third party’s computer. You further agree that you will not share or post any content that undermines the operation of the Platform, a message board, chat room, forum or other feature.

By displaying, publishing, or otherwise posting any content on or through the Platform and/or providing Taco Bell with any such content, you hereby grant Taco Bell a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute such content in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. You represent and warrant that you own such content and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

BINDING ARBITRATION

Agree that any controversy or claim arising out of or relating to the Platform, use of the Platform, participation in any Services, this Agreement and/or the [Privacy Policy](https://www.tacobell.com/legal-notices/privacy-policy) shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at [www.jamsadr.com](https://www.jamsadr.com/) or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Alternatively, you may assert your claims in small claims court in accordance with the terms of this Agreement if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If you initiate arbitration against Taco Bell, you will not be responsible for professional fees for the arbitrator’s services or any other JAMS fees. In the event that the claimant is able to demonstrate that the costs of arbitration will be cost-prohibitive or greater than the costs of litigation, Taco Bell will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive or more expensive than the cost of litigation. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Taco Bell shall be entitled to arbitrate their dispute. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

No Illegal, Infringing or Abusive Message Content: You understand and acknowledge that you are responsible for the content of your Messages, and agree not to include anything that is unlawful, harmful, tortuous, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, incites criminal or abusive acts, or is otherwise objectionable or inappropriate as determined by Taco Bell.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL. DO NOT USE THIS PLATFORM IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

INTERACTIVE FEATURES AND USER GENERATED CONTENT

On certain areas of the Platform, such as video upload features, message boards, or chat rooms, you may be given the opportunity to interact with other users. Use of any interactive features of the Platform is governed by and subject to the following terms (“Posting Rules”). Taco Bell may terminate your account if Taco Bell believes, using its sole discretion, that you have violated any of these Posting Rules, the terms in this Agreement, any law, or for no reason at all. Taco Bell reserves the right to monitor any and all messages, postings, or other content sent to the Platform, and reserve the right to remove or to refuse to post anything that Taco Bell, in its sole discretion, view to be in violation of these Posting Rules, the law, or is otherwise inappropriate. Taco Bell does not necessarily, however, monitor any materials posted, transmitted, or communicated to or within the Platform.

Responsibility of Postings: You understand and acknowledge that messages and postings are the sole responsibility of the author, and that Taco Bell is not responsible for the message, or information, data, text or other materials in any message that may appear in a chat room, message board, or other interactive feature (“Messages”). Opinions expressed in Messages do not necessarily reflect the opinions of Taco Bell. No Illegal, Infringing or Abusive Message Content: You understand and acknowledge that you are responsible for the content of your Messages, and agree not to include anything that is unlawful, harmful, tortuous, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, incites criminal or abusive acts, or is otherwise objectionable or inappropriate as determined by Taco Bell.

No Violations of Third Party Rights: You agree that you will not post in your Messages any content that contains personal information about any individual, violates the privacy of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential. You agree that you will not impersonate any person or organization, including without limitation, the personnel of Taco Bell. You further agree that you will not misrepresent an affiliation with another person or organization, nor will you post any content that contains slanderous or libelous comments about others, or that infringes any copyright, trademark, patent, trade secret or other intellectual property right of a third party (as well as rights of publicity and privacy). You agree that you will not collect or store personal data about other users.

No Commercial Use: The message boards, chat rooms, and other forums we provide on the Platform are intended to allow information exchanges, and for users to express their opinions. It is not a commercial site. Therefore, you agree that you will not upload, transmit, email, post or otherwise communicate in your Messages any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service.

If you believe that a Message was posted in violation of these Posting Rules or this Agreement, please copy the text of the Message into an email and submit to webmaster@tacobell.com. Taco Bell may, but typically will not, acknowledge receipt of your complaint. You agree that Taco Bell cannot and will not act as arbiter of disputes arising from third party communications or transmission to the Platform. For more information on submitting complaints, please contact tbmobileappteam@yum.com. Without limiting Taco Bell’s rights or remedies, violations of any of the above rules may result in a warning notification, removal of offending content or termination of your account.

If you are a copyright or trademark owner and you believe your rights have been violated, please contact tbmobileappteam@yum.com write to Taco Bell’s Designated Agent at Yum Brands, Inc., Dallas RSC, MD 4N227, 14841, North Dallas Parkway, Dallas TX 75254.

COMMUNICATING WITH TACO BELL

On certain areas of the Platform you may be given the ability to contact Taco Bell by electronic mail, for example, to sign up for services such as e-mail notifications and newsletters about Taco Bell products, to register for a particular sweepstakes or contest, or to participate in interactive forums, like chat rooms and message boards. The information that you provide to Taco Bell through the Platform is governed by Taco Bell’s [Privacy Policy](https://www.tacobell.com/legal-notices/privacy-policy).

By using the Platform, you acknowledge and agree that any materials, ideas or other communications you transmit to Taco Bell in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials you transmit to Taco Bell may be used by Taco Bell anywhere, anytime, and for any reason whatsoever.

MOBILE SERVICE, INTERNET, AND SERVICE FEES

The Use Of The Platform On A Mobile Device (Whether The Taco Bell Mobile Application (“Mobile App”) Or Mobile Web Platform) Requires Use Of A Mobile Device And Wireless Mobile Data Service, Which Must Be Obtained From Your Wireless Carrier, And May Require Internet Access, Which Must Be Obtained From Your Service Provider; You Are Responsible For Obtaining And Paying For Such Additional Services And Obtaining A Suitable Device, Including Without Limitation All Usage Charges Related Thereto. You May Be Required To Send And Receive, At Your Cost, Electronic Communications Related To The Platform And The Program (as hereafter defined), Including Without Limitation, Administrative Messages, Service Announcements, Diagnostic Data Reports, And Platform Updates, From Taco Bell, Your Mobile Carrier Or Third Party Service Providers. If You Do Not Have An Unlimited Wireless Mobile Data Plan, You May Incur Additional Charges From Your Wireless Service Provider In Connection With Your Use Of The Platform. You Are Solely Responsible For Obtaining Any Additional Subscription Or Connectivity Services Or Equipment Necessary To Access The Platform, Including But Not Limited To Payment Of All Third Party Fees Associated Therewith, Including Fees For Information Sent To Or Through The Platform.

The Platform May Not Work With All Computers, Browsers, Devices Or All Mobile Carriers. Taco Bell Makes No Representations That The Platform Will Be Compatible With Or Provided By All Computers, Browsers, Devices, Or Mobile Carriers. Certain Device And Browser Combinations May Not Support Online Ordering Features And Other Platform Features. In The Event That Fees Are Charged For The Platform, Or Other Third Party Service Providers Charge A Fee For The Products Or Services They Provide, You Agree To Pay Such Fee To The Respective Party In Exchange For Your Continued Use Of Such Products Or Services. Some Services May Be Subject To Different Or Additional Terms (Including Fees), Which You Will Be Required To Agree To Prior To Your Use Of Such Services.

Some Functionality Of The Platform, Including Mobile Payment, Location Based Services And Functionality, And Access Of The User’s Address Book And Photo Library May Require The Transmission Of Information Provided By The User Including, Without Limitation, Names, User Names And Passwords, Addresses, E-Mail Address, Photos, Financial Information (Such As Credit Card Numbers), Information Related To A Taco Bell Gift Card, And/Or GPS Location. If The User Uses Such Platform Functionality, The User Consents To The Transmission Of User Information To Taco Bell And/Or Its Agents And Authorizes Taco Bell And/Or Its Agents To Record, Process, And Store Such User Information As Necessary For The Platform Functionality And For Purposes Described In The Taco Bell [Privacy Policy](https://www.tacobell.com/legal-notices/privacy-policy).

ACCOUNTS, PASSWORDS, AND SECURITY

Certain Areas Of The Platform May Require Registration Or May Otherwise Ask You To Provide Information To Participate In Certain Features Or Access Certain Content. If You Elect Not To Provide Such Information, You May Not Be Able To Access Certain Content Or Participate In Certain Features Of The Platform Or Any Features At All. You Understand That Certain Offers, Services And Features That May Be Available On The Platform May Be Subject To Additional Specific Terms And Conditions. This May Include Loyalty And Rewards Programs, As Well As Return Policies For Certain Transactions. In The Event Of Any Conflict Between This Agreement And Any Such Specific Terms And Conditions, The Specific Terms And Conditions Will Control. You Also Understand And Agree That Certain Offers, Services And Features May Be Made Available On The Website Version(S) Of The Platform And Not On The Mobile App Version(S) Of The Platform, And Vice Versa.

If The Platform Requires You To Create An Account Or Otherwise Submit Information, You Must Complete The Specified Process By Providing Taco Bell With Current, Complete, And Accurate Information As Requested By The Applicable Registration Form. It Is Your Responsibility To Maintain The Currency, Completeness, And Accuracy Of Your Registration Data, And Any Loss Caused By Your Failure To Do So Is Your Responsibility. During The Registration Process, You Will Be Asked To Enter Your Name And Valid E-Mail Address And Choose A Password. It Is Entirely Your Responsibility To Maintain The Confidentiality Of Your Login Credentials, Password And Account, Including Maintaining The Physical Security Of Your Device. If The Platform Permits You To Login Using Your Device’s Fingerprint Sensor, Only Enable Such A Feature If The Device Is Your Own Personal Device. Additionally, You Are Entirely Responsible For Any And All Activities That Occur Under Your Account, Including Mobile Payments, All Transactions And Other Activities Undertaken With Your Device, Any Taco Bell Gift Card Or Stored Payment Card, Whether Authorized Or Unauthorized. You Agree To Notify Taco Bell Immediately Of Any Unauthorized Use Of Your Account. You Further Agree Not To Email, Post, Or Otherwise Disseminate Any User ID, Password, Or Other Information Which Provides You Access To The Platform. Taco Bell Is Not Liable For Any Loss That You May Incur As A Result Of Someone Else Using Your Password Or Account, Either With Or Without Your Knowledge. Taco Bell Shall Not Be Responsible For Any Losses Arising Out Of The Loss Or Theft Of User Information Transmitted From Or Stored On A Computer Or Device Or From Unauthorized Or Fraudulent Transactions Associated With The Platform. Creating An Account Or Opting In To Receive Notifications Or Offers Does Not Guarantee The Receipt Of Any Such Messages Or The Availability To You Of Any Promotional Offer.

You Agree That Taco Bell And Taco Bell’s Third-Party Vendors May Collect And Use Technical And Usage Data And Related Information, Including But Not Limited To Technical Information About Your Device, Geolocation, Date And Time Of Platform Access, System And Application Software, And Peripherals, That Is Gathered Periodically To, Among Other Things, Facilitate The Provision Of Software Updates, Product Support, And Other Services To You (If Any) Related To The Platform. You Grant Taco Bell The Permission To Use This Information To Improve Its Products Or To Provide Services Or Technologies To You, As Well As To Provide Advertising Content In Which Taco Bell Believes You May Be Interested, Including Working With Third Parties Who Provide Targeted Advertising Content.

TACO BELL GIFT CARDS

Taco Bell Gift Cards Are Subject To The [Taco Bell Gift Card Terms And Conditions](https://www.tacobell.com/legal-notices/gift-cards-terms-of-use).

TRANSACTIONS AND PRODUCT AVAILABILITY

Through The Platform, You May Be Able To Order And/Or Pay For Taco Bell Or Third-Party Products Or Services. To Be Able To Order And Pay For Such Products Or Services, You Must Supply Certain Information Relevant To Your Transaction, Including, Without Limitation, Your Credit Or Debit Card Number, The Expiration Date Of Your Credit Or Debit Card, The Name On Your Credit Or Debit Card, Your Billing Address, And/Or Your Taco Bell Gift Card Numbers.

You May Also Be Asked To Supply Delivery Or Shipping Information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT OR DEBIT CARD OR OTHER PAYMENT METHOD UTILIZED IN CONNECTION WITH ANY TRANSACTION. By Submitting Such Information, You Grant To Taco Bell And/Or The Any Required Third Parties The Right To Provide And Transmit Such Information For Purposes Of Facilitating The Completion Of Transactions Initiated By You Or On Your Behalf. Verification Of Information May Be Required Prior To The Acknowledgment Or Completion Of Any Transaction.

Taco Bell May Permit You, Through The Platform, To Order Menu Items Or Other Products Or Services (Collectively “Products Or Services”) From A Taco Bell Location. All Descriptions, Images, Features, Specifications, Products, And Prices Of Products Or Services Are Subject To Change At Any Time Without Notice. The Inclusion Of Any Products Or Services On The Platform Does Not Imply Or Warrant That These Products Or Services Will Be Available. Taco Bell 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 Product Or Service; (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 Product Or Service. You Agree To Pay All Charges Incurred By You, On Your Behalf, Or By Your Account Through The Platform, At The Price In Effect When Such Charges Are Incurred. You Are Solely Responsible For Any Taxes Applicable To Your Transaction. You Acknowledge And Agree That Web And Mobile Ordering And The Ability To Purchase Products And Services 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.

In Taco Bell’s Discretion, Taco Bell Along With Its Business Partners, My Elect To Offer Wedding And Vow Renewal Packages In Select Areas In The United States (A “Taco Bell Wedding”). Unless Otherwise Specified By Taco Bell, All Taco Bell Weddings Will Be Limited To Thirty (30) Minutes Beginning Promptly At The Time As Scheduled By Taco Bell In Taco Bell’s Discretion. Couples Will Be Required To Provide Proof Of A Valid Marriage Certificate (Except In The Case Of Vow Renewals), A Valid Government Photo Identification Card, And Any Other Items That Taco Bell May Request From Time To Time, In Order To Access The Wedding Chapel At The Assigned Time. Taco Bell Weddings Are Available Only For The Marriage Of Two Individuals, Eighteen Years Of Age Or Older At The Time Of The Taco Bell Wedding. Wedding Participants And Guests Are Responsible For All Costs Associated With Travel To The Taco Bell Wedding. Wedding Participants And Guests Must Wear Proper Attire. The Number Of Guests Available To Attend Any Taco Bell Wedding Will Be Set By Taco Bell On The Platform Prior To The Purchase Of A Taco Bell Wedding. Taco Bell Makes No Representation Or Warranty With Respect To The Legal Sufficiency Of The Marriage Certificate Or The Legal Impact Of Any Taco Bell Wedding. Taco Bell Wedding Purchases Are Non-Refundable. Taco Bell Wedding Participants And Guests Are Not Permitted To Bring Outside Food Or Beverages (Including, Without Limitation, Alcohol Or Cake) To The Wedding Event. For The Avoidance Of Doubt, Taco Bell Reserves The Right To Modify The Taco Bell Wedding Packages Available Through The Platform From Time To Time In Taco Bell’s Sole Discretion.

Taco Bell May Contact Purchaser With A Short Online Survey To Collect Feedback Related To Their Taco Bell Experience.

ANY PRODUCTS OR SERVICES DESCRIBED ON THE PLATFORM ARE OFFERED ONLY IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION ON THE PLATFORM IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

You Understand And Agree That You Are Charged At The Time You Place Your Order For Products Or Services. You Further Understand And Agree That The Transaction For The Purchase Of Products Or Services Is Final And Complete At The Time You Are Charged. Once An Order Is Placed, Changes Cannot Be Made To The Order Except To The Extent Edit Options Are Made Available On The Platform In Taco Bell’s Sole Discretion. After You Have Checked-In By Selecting “Drive-Thru” Or “In-Store”/”In-Restaurant” Or You Have Otherwise Directed Taco Bell To Begin Preparation Of Your Order By Means Designated By Taco Bell And Communicated To You In Taco Bell’s Sole Discretion, You May Not Cancel Your Order. If You Do Not Check-In By Selecting “Drive-Thru” Or “In-Store”/”In-Restaurant” Or Otherwise Directing Taco Bell To Begin Preparation Of Your Order In Accordance With Taco Bell’s Direction Prior To 4:00 A.M. Local Time At The Applicable Store After Having Placed Your Order, Your Order Will Be Cancelled And A Refund Will Be Processed. Please Allow At Least Four Weeks For The Refund To Be Processed; Refund Times May Vary Based On Your Payment Card Issuer. Breakfast Items Must Be Picked Up Before 11:00 A.M. Local Time At The Applicable Store (Which Time Is Subject To Change In Taco Bell’s Sole Discretion). Except With Respect To A Taco Bell In-Store Ordering Kiosk, The Platform’s Ordering Functionality Is Intended For Off-Site Use Only And Is Not For Use For Placing An Order From Within A Taco Bell Restaurant.

In Some Locations, You May Be Able To Place An Order For Delivery. Taco Bell And Its Delivery Vendor(S) Deserves The Right To Accept Or Decline An Order For Any Reason Up Until The Time The Product Is Actually Delivered To You. You Acknowledge And Agree That Delivery Times May Vary And That Taco Bell Makes No Warranty Or Guarantee With Respect To When Your Order Will Be Delivered. Delivery Is Not Available In All Locations. You Agree That Your Delivery Request (Where Available) May Be Fulfilled By A Third Party In Taco Bell’s Discretion.

TACO BELL LOYALTY PROGRAM

The Taco Bell Loyalty Program (“Program” or “Loyalty Program”) is a promotional program offered by Taco Bell. Under the Program, you can earn Points (as hereafter defined) by making qualifying purchases via the methods specified by Taco Bell (in Taco Bell’s discretion from time to time) at participating Taco Bell restaurants in the fifty (50) United States and D.C. and completing a check-in by selecting “Drive-Thru”, “In-Store”/“In-Restaurant”, “Curbside” (or any other check-in method offered by Taco Bell from time to time) for such purchase (collectively, a “Qualifying Purchase”). You can use these Points to obtain a preselected list of reward items (referred to generally as “Reward(s)”). Below is a detailed description of the Program and the terms and conditions that apply to your participation in the Program (the “Program Terms”). Please note that by using the App or otherwise participating in the Program, you are agreeing to be bound by the Agreement, including, without limitation, all Program Terms. The Program shall be included in the definition of the “Platform” hereunder.

You should not rely upon the continued availability of the Program or any Points accumulated in connection therewith.

THE PROGRAM IS VOID WHERE PROHIBITED. TACO BELL RESERVES THE RIGHT TO MODIFY OR TERMINATE THE LOYALTY PROGRAM IN ANY MANNER, IN WHOLE OR PART, EVEN THOUGH SUCH CHANGES MAY AFFECT THE REDEMPTION VALUE OF THE POINTS AND/OR REWARDS ALREADY ACCUMULATED.

**Changes to the Program; Program Termination**

Taco Bell may modify, restrict, or change the Program and/or the Program structure at any time, which changes may include, but are not limited to, changing the number of Points you may earn for a particular type of activity or the number of Points needed to reach a particular Tier Level (as described below) or to redeem a particular Reward, the method by which you can record your Qualifying Purchases, the types of Rewards available, omitting or adding Reward levels or categories, imposing, increasing, or eliminating points caps or imposing Program fees, or changing the conditions under which Points or Rewards expire or are forfeited.

Taco Bell reserves the right to suspend or terminate the Program at any time. You must redeem and use all Points and Rewards before expiration, or the effective date of termination, or those unused Points/Rewards shall be forfeited. Points earned through prior loyalty programs that have been terminated will not be honored. No extensions, cash refunds, or other exchanges will be allowed for expired rewards Points.

**Eligibility**

Participation in the Program is open to legal residents of the fifty (50) United States and the District of Columbia, who are age sixteen (16) years of age or older, and who have created a Taco Bell account, all at the time of purchase. The Program is not targeted towards and is not intended for use by anyone under the age of 16. If you are between the age of 16 and 18, you may only accrue Points and use Rewards under the supervision of your parent or legal guardian, who agrees to be bound by these Program Terms.

**Participation**

Except as otherwise communicated by Taco Bell from time to time, to participate in the Program, you must have the Taco Bell Mobile App and a Taco Bell account (you can create one for free using the Mobile App or on tacobell.com) (“Account”). Limit: one (1) Account per person/email address, regardless of whether more than one person uses the same email address. Taco Bell may revise the methods in which a consumer can create an Account at any time. During the term of the Program (as determined by Taco Bell in Taco Bell’s sole discretion), when you log into your Account using the Mobile App (or such other channels as may be designed by Taco Bell in the future), after agreeing to this Agreement (including these Program Terms), you will be enrolled in the Program. Upon successful login to your Account on the Mobile App (or such other channels as may be designated by Taco Bell in the future), your loyalty account (“Loyalty Account”) will automatically be established. You acknowledge and agree that Taco Bell may send you information and notices regarding your Loyalty Account and the Program by email, push notification, or other means based on the information you provide to Taco Bell. You acknowledge and agree that Taco Bell shall have no liability associated with or arising from your failure to maintain accurate Account information, including, but not limited to, your failure to receive critical information about the Program.

**Earning Points**

At the start of the Program, only designated qualifying food and beverages purchases made through your Account on the Mobile App for in-store pickup, drive-thru, or curbside pickup may be deemed “Qualifying Purchases” and eligible for the accrual of Program points (“Points”). At any time, Taco Bell may add, eliminate, or otherwise change the methods of pickup that qualify as “Qualifying Purchases.” You must check-in at the participating location by selecting “Curbside,” “Drive-Thru,” or “In-Store”/“In-Restaurant” (or such other check-in method as may be designated by Taco Bell from time to time) for any purchase to constitute a “Qualifying Purchase.” No partial Points will be awarded. For the avoidance of doubt, taxes and purchases of merchandise, alcohol, charity donations, gift cards, and delivery orders will not constitute Qualifying Purchases hereunder unless otherwise expressly designated by Taco Bell.

Once you complete your Program enrollment, you will start earning Points for Qualifying Purchases. After you check-in for a Qualifying Purchase, please allow up to forty-eight (48) hours for Points to be deposited into your Loyalty Account. Taco Bell will not be liable for any failure to credit Points in a timely manner.

For eligible Mobile App users with Accounts established prior to the start of the Program, you will earn Points for your Qualifying Purchases beginning on the date that the Program is first available to you in your Mobile App, once you have agreed to the Program Terms. Purchases made before such date shall not constitute Qualifying Purchases. Purchases made before you agree to the Program Terms shall not constitute Qualifying Purchases. You will earn the number of Points for each Qualifying Purchase as set forth at <https://www.tacobell.com/faq/rewards>, which is subject to change from time to time in Taco Bell’s sole discretion. Total Point accruals may only be accessible via the Mobile App.

Following the launch of the Program, Taco Bell in its sole discretion may later elect to also permit the earning of Points by making in-store purchases at Taco Bell restaurants. If Taco Bell makes this functionality available, Taco Bell reserves the right to limit such functionality.

From time to time, Taco Bell, or others acting with Taco Bell’s permission, may award additional Points for certain types of Qualifying Purchases or for other reasons for a limited period of time (“Bonus Points”). Bonus Points will contribute towards reaching the Tier Level (as hereafter defined), but Bonus Points may not otherwise qualify for certain Rewards in Taco Bell’s discretion. In such instances, Bonus Points will be awarded/redeemed as described in their promotional offer and will be subject to any additional terms set forth in such promotional offer.

If at any time your Account is not in good standing, no additional Points may accrue with respect to any Qualifying Purchase you make until your Account returns to good standing. Points have no cash or other value and may be used only to obtain Rewards in the Program. Points accrued in your Loyalty Account do not constitute your property and do not entitle a participant to a vested right or interest. Points may be revoked, cancelled, limited, or modified at any time, even though such action may affect your right to use previously accumulated Points. You may not purchase Points or transfer Points from one Loyalty Account to another Loyalty Account. You also may not transfer or sell any Points or your Loyalty Account. Taco Bell is not liable for Points that are lost, suspended, delayed, uncredited, or revoked due to suspected or actual fraudulent, unauthorized, illegitimate, or other unacceptable use.

**Tier Levels**

From time to time, Taco Bell may establish various tier levels in connection with the Program (“Tier Levels”). Except as otherwise determined by Taco Bell in Taco Bell’s sole discretion, each Loyalty Account’s Tier Level is set for a calendar year; at the end of each calendar year (unless you have qualified for a heightened Tier Level for the upcoming year), your Account may be reset to the entry Tier Level. Your Tier Level will be determined by your previous calendar year’s Point accumulation. At the launch of the Program, the Tier Levels are as follows: 1) Hot and 2) Fire. These Tier Levels are subject to change and Taco Bell may increase or decrease the number of Tier Levels and the Points and Rewards that can be earned in each Tier Level, all in its sole discretion. If you earn enough Points to qualify for the next Tier Level, you may be elevated to the next Tier Level for the remainder of the current year and will be elevated for the next calendar year. When you join the Program, your starting Tier Level will be determined by Taco Bell, in its sole discretion.

**Points Expiration/Forfeiture**

All Points will expire six (6) months after the calendar month during which the Points were earned, unless they are converted into a Reward. For example, if you earn 50 Points on April 5, those 50 Points will expire on November 1 if you do not earn a Reward by November 1. Your Points will be forfeited if your Account or Loyalty Account is terminated and/or deleted by you or by Taco Bell. You may not be provided with notice of expiration or forfeiture of Points. You are not entitled to compensation from Taco Bell or from any other entity if your Points expire or are forfeited for any reason.

**Rewards and Reward Expiration**

When two hundred fifty (250) Points (or other amount of required Points as indicated by Taco Bell) are earned within the timeframes set forth herein, those 250 earned Points will automatically convert to a Reward, and the 250 Points shall be deducted from your Loyalty Account and shall no longer be usable for Reward redemption. For the current list and description of the Rewards available at each Tier Level, please visit <https://www.tacobell.com/faq/rewards>. The selection of available Reward items is determined by Taco Bell and the selection and/or the number of Points needed to earn the Rewards may change from time to time without notice to you. All Rewards are subject to availability and must be redeemed in a US store. Points are only redeemable for Rewards.

For instructions on how to redeem your Reward, read the Frequently Asked Questions available at <https://www.tacobell.com/faq/rewards>. Limit: One (1) Reward per transaction. Except as otherwise designated by Taco Bell, you may not combine Reward redemption with any other offers. From time to time, Taco Bell may limit the amount of Rewards you can redeem within a specified time period. Rewards and Points are not transferrable, non-divisible, and may not be combined with other Loyalty Program’s accounts. Offline redemption is not currently available; all Points must be redeemed online.

Each Reward may be subject to terms and conditions specific to the Reward. You will be responsible for any cost(s) associated with any customizations, additions, or changes you make to a Reward item, including any sales tax on such changes. Rewards must be redeemed within thirty (30) days of being posted to a Loyalty Account or they will be forfeited. Taco Bell is not liable to you if a Reward expires prior to your use of the Reward. An expired Reward will no longer be available for use or redemption. You can only acquire Rewards to the extent that you have the required number of Points in your Loyalty Account or to the extent Taco Bell elects to offer any other Reward method. You cannot combine Points in one Loyalty Account with Points in other Loyalty Accounts. Once a redemption order is placed or the Reward expires, your Loyalty Account will show a deduction of the Reward. Rewards are subject to availability at participating Taco Bells in the fifty (50) US and D.C.

**Miscellaneous Loyalty Program Details**

You can view certain Loyalty Account activity on the Mobile App. If your password or other proprietary information about your Loyalty Account is lost or stolen, please contact [http://tacobell.com/contact-us](https://www.tacobell.com/contact-us). Taco Bell is not responsible or liable for any Points or Rewards redeemed or used on your Loyalty Account through a lost or stolen password. If you have a problem or question regarding the Program or your Loyalty Account, send an e-mail to the e-mail address here rewards@tacobell.com. If you do not wish to participate in this Program, place orders on the web (rather than via the Mobile App) as a “guest” instead of as a logged-in Account user.

These Program Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of these Program Terms is held to be invalid or unenforceable, such provision shall be modified or eliminated to the minimum extent necessary and the remaining provisions shall be enforced. We reserve the right to terminate your access to and ability to participate in the Program (or any portion thereof), deactivate your Account, your Loyalty Account, and/or immediately invalidate all or any portion of your Points for any reason and at any time in Taco Bell’s sole discretion, including (without limitation) in the event of fraud, a violation of these Program Terms, or other acts/omissions that Taco Bell deems unacceptable (with or without notice). These rights are in addition to any other legal or equitable remedy that may be available to Taco Bell under applicable law.

REPRESENTATIONS, DISCLAIMER OF WARRANTIES, AND LIMITATIONS OF LIABILITY

Taco Bell And Its Parents, Subsidiaries, Officers, Employees, And Website Contractors And Each Of Their Officers, Employees, And Agents (Collectively, “Taco Bell Affiliates”) Make No Representation Or Warranty Whatsoever Regarding The Completeness, Accuracy, Timeliness, Or Adequacy Of Any Information, Facts, Views, Opinions, Statements, Or Recommendations Contained On The Platform. Reference To Any Product, Process, Publication, Or Service Of Any Third Party By Trade Name, Domain Name, Trademark, Service Mark, Logo, Manufacturer, Or Otherwise Does Not Constitute Or Imply Its Endorsement Or Recommendation By Taco Bell Or The Taco Bell Affiliates.

Taco Bell And The Taco Bell Affiliates Are Not Responsible For Any Resulting Damage To Any User’s Device Or Computer From Any Virus, Bug, Tampering, Unauthorized Intervention, Fraud, Error, Omission, Interruption, Deletion, Defect, Delay In Operation Or Transmission, Computer Line Failure, Or Any Other Technical Or Other Malfunction. You Should Also Be Aware That E-Mail And Other Submissions Over The Internet May Not Be Secure And You Should Consider This Before E-Mailing Taco Bell Or The Taco Bell Affiliates Any Information Or Posting Information To The Platform. Taco Bell And The Taco Bell Affiliates Make No Representation Or Warranty Whatsoever Regarding The Suitability, Functionality, Performance, Availability, Or Operation Of The Platform. This Platform May Be Temporarily Unavailable Due To Maintenance, Malfunction Of Computer Equipment, Or Other Reasons.

THE PLATFORM (INCLUDING ALL PLATFORM UPDATES),THE SERVICES, AND THE CONTENT ARE MADE AVAILABLE ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. TACO BELL AND THE TACO BELL AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PLATFORM, THE SERVICES, AND THE CONTENT. TACO BELL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED, PROVIDED, OR ENABLED BY OR THROUGH THE PLATFORM (INCLUDING ANY PLATFORM UPDATES) WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PLATFORM, (INCLUDING ANY PLATFORM UPDATES) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLATFORM (INCLUDING ANY PLATFORM UPDATES) WILL BE CORRECTED. No Oral Or Written Information Or Advice Given By Taco Bell Or An Authorized Representative Shall Be Deemed To Alter This Disclaimer Of Warranty, Or To Create Any Warranty. Should The Platform Prove Defective, You Assume The Entire Cost Of All Necessary Servicing, Repair Or Correction.

YOU AGREE THAT TACO BELL AND THE TACO BELL AFFILIATES ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (COLLECTIVELY, “DAMAGES”) RESULTING IN ANY WAY FROM OR IN CONNECTION WITH: (I) THE PLATFORM, THE SERVICES, THE CONTENT, MESSAGES, AND/OR ANY SERVICES PERFORMED THROUGH THE PLATFORM OR ANY FAILURE OF PERFORMANCE; (II) ANY ERRORS OR OMISSIONS IN THE TECHNICAL OPERATION OR CONTENT OF THE PLATFORM; (III) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY TACO BELL, LAW ENFORCEMENT, OR OTHER AUTHORITIES REGARDING YOUR USE OF THE PLATFORM OR THE CONTENT OR PARTICIPATION IN ANY SERVICES; (IV) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; OR (V) THE CONDUCT, ACTIONS, OR INACTIONS OF PLATFORM USERS OR YOUR INTERACTIONS OR RELATIONSHIPS WITH PLATFORM USERS, EVEN IF TACO BELL OR THE TACO BELL AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THE PLATFORM OR ITS RELATED INFORMATION OR PROGRAMS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF TACO BELL’S NEGLIGENT, FRAUDULENT, OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

THE PLATFORM MAY CONTAIN FACTS, OPINIONS, VIEWS, STATEMENTS, AND RECOMMENDATIONS OF THIRD PARTY INDIVIDUALS AND ORGANIZATIONS. TACO BELL DOES NOT REPRESENT OR ENDORSE THE ACCURACY, TIMELINESS, OR RELIABILITY OF ANY FACTS, OPINIONS, VIEWS, STATEMENTS, OR RECOMMENDATIONS OR OTHER INFORMATION DISPLAYED, UPLOADED, OR DISTRIBUTED THROUGH THE PLATFORM. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH FACTS, OPINIONS, VIEWS, STATEMENTS, OR RECOMMENDATIONS IS AT YOUR SOLE RISK. IN NO EVENT WILL TACO BELL OR THE TACO BELL AFFILIATES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

LINKS TO THIRD-PARTY PLATFORMS AND SERVICES

The Platform May Provide Connectivity Or Links To Other Third-Party Services, Websites, Applications, Software, And Other Content From Third-Party Providers Such As Social Media Partners, Wireless Carriers, And Third-Party Software Application Developers (“Third-Party Services”). The Platform May Allow You To Add/Configure Certain Third-Party Services To Your Device. The Platform May Also Permit You To Login To The Platform Through A Facebook Or Other Social Media Account. Taco Bell Has No Control Over, Makes No Representations Or Warranties Whatsoever About Any Of The Third-Party Services That You May Access, Is Not Responsible For The Availability Of Such Third-Party Services, And Does Not Endorse Nor Is Responsible Or Liable For Any Content Or Other Materials On Or Available From Such Third-Party Services. Your Use Of The Third-Party Services May Be Subject To Additional Terms, Including Software License Terms, Of Those Third Parties.

If You Use Third-Party Services, You Agree That You Are Aware That Account And Other Personal Information Held By Those Third Parties May Be Transmitted Through And Stored On Taco Bell Servers And/Or Applications Located In The United States And Elsewhere. You Understand And Agree That The Companies That Provide The Third-Party Services May Access, Use And Share Certain Information About You, If You Use The Third-Party Services. You Understand And Agree Taco Bell Is Not Responsible For These Companies, Or Their Use Of Any Other Of Your Information. Your Use Of The Third-Party Services Is At Your Own Risk.

ASSIGNMENT

Taco Bell May Assign This Agreement, In Whole Or In Part, At Any Time With Or Without Notice To You. You May Not Assign This Agreement, Or Any Part Of It, To Any Other Person. Any Attempt By You To Do So Is Void. You May Not Transfer To Anyone Else, Either Temporarily Or Permanently, Any Rights To Use All Or Any Part Of The Platform. To The Extent That You Allow A Third Party To Use Your Device, You Shall Remain Solely Responsible For The Use Of The Platform By Others Using The Device.

GENERAL

BY ACCESSING THIS PLATFORM, REGISTERING WITH THE PLATFORM, PARTICIPATING IN THE SERVICES, AND/OR ACCEPTING ANY INFORMATION OR SERVICES FROM OR THROUGH THIS PLATFORM YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD TACO BELL AND THE TACO BELL AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THIS AGREEMENT; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL, OR INTERNATIONAL LAW, RULE, OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF THE PLATFORM OR THE CONTENT OR PARTICIPATION IN THE SERVICES; (D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR DEVICE, COMPUTER, OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (E) ANY MISREPRESENTATION MADE BY YOU; (F) ANY DISPUTE BETWEEN YOU AND ANOTHER USER OF THE PLATFORM OR PARTICIPANT IN THE SERVICES; (G) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR PASSWORD OR OTHER ACCOUNT DETAILS; (H) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD; AND/OR (I) YOUR USE OF ANY OF THE SERVICES PROVIDED THROUGH THE PLATFORM, INCLUDING, WITHOUT LIMITATION, INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN TACO BELL’S DEFENSE OF ANY CLAIM. TACO BELL RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF TACO BELL.

This Agreement Constitutes The Entire Agreement Between You And Taco Bell Governing Your Use Of The Platform and Participation in the Services, Superseding Any Prior Agreements Between You And Taco Bell Relating To Your Use Of The Foregoing. You May Also Be Subject To Additional Terms And Conditions (Including, But Not Limited To, Terms And Conditions From Your Wireless Carrier Or Operator) That May Apply To Your Use Of The Platform. If Any Provision Of This Agreement Is Held To Be Invalid By Any Law, Rule, Order, Or Regulation Of Any Government Or By The Final Determination Of Any State Or Federal Court, Such Invalidity Shall Not Affect The Enforceability Of Any Other Provision Of This Agreement. In The Event That Any Provision Of This Agreement Shall Be Illegal Or Otherwise Unenforceable, Such Provision Shall Be Severed, And The Balance Of The Agreement Shall Continue In Full Force And Effect. The Failure Of Taco Bell To Exercise Or Enforce Any Right Or Provision Of This Agreement Shall Not Constitute A Waiver Of Such Right Or Provision. The Section Titles In This Agreement Are For Convenience Only And Have No Legal Or Contractual Effect.

By Using The Platform and/or Participating in the Services, You Agree That The Statutes And Laws Of The United States And The State Of California, Without Regard To Conflicts Of Laws Principles, Will Apply To All Matters Relating To Use Of The Platform And The Services, And You Agree That Any Litigation Shall Be Subject To The Exclusive Jurisdiction Of The State Or Federal Courts In California. The United Nations Convention On Contracts For The International Sale Of Goods (1980) Is Hereby Excluded In Its Entirety From Application To This Agreement.

You Agree That Any Claim Or Cause Of Action Arising Out Of Or Related To Use Of The Platform Or This Agreement Must Be Filed Within One (1) Year After Such Claim Or Cause Of Action Arose Or Be Forever Barred.

YOU FURTHER AGREE THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PLATFORM, THE SERVICES, AND/OR THIS AGREEMENT WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

You Acknowledge And Agree That Your Use Of The Platform May Involve You Providing An “Electronic Signature” Indicating Your Desire To Use The Platform. Your “Electronic Signature” Indicates Your Acceptance Of This Agreement, And Your Consent To Receive Communications About This Agreement Electronically. If You Wish To Receive Communications In Another Manner, You May Contact Taco Bell At tbmobileappteam@Yum.Com To Change Your Communication Preferences. You May Not Use Or Otherwise Export Or Re-Export The Platform Except As Authorized By United States Law And The Laws Of The Jurisdiction In Which The Platform Was Obtained. In Particular, But Without Limitation, The Platform May Not Be Exported Or Re-Exported (A) Into Any U.S. Embargoed Countries, Or That Has Been Designated By The U.S. Government As A “Terrorist Supporting Country” Or (B) To Anyone On The U.S. Treasury Department’s List Of Specially Designated Nationals Or The U.S. Department Of Commerce Denied Person’s List Or Entity List. By Using The Platform, You Represent And Warrant That You Are Not Located In Any Such Country Or On Any Such List. You Also Agree That You Will Not Use The Platform For Any Purposes Prohibited By United States Law, Including, Without Limitation, The Development, Design, Manufacture, Or Production Of Nuclear, Missiles, Or Chemical Or Biological Weapons.

In The Event Of A Complaint Or Concern Regarding This Agreement Or The Platform, Or For More Information, Please Contact Taco Bell At [www.tacobell.com/contact-us](https://www.tacobell.com/contact-us) Or At The Following Address: Taco Bell Corp., 1 Glen Bell Way, Irvine, CA 92618.

Both You And Taco Bell Acknowledge And Agree That No Partnership Is Formed And Neither Of You Nor Taco Bell Has The Power Or The Authority To Obligate Or Bind The Other. On Certain Areas Of The Platform, You May Be Given The Ability To Provide Personally Identifiable Information. Please Read Taco Bell's [Privacy Policy](https://www.tacobell.com/legal-notices/privacy-policy); For More Information About Taco Bell's Information Collection And Use Practices. The Failure Of Taco Bell To Comply With This Agreement Because Of An Act Of God, War, Fire, Riot, Terrorism, Earthquake, Actions Of Federal, State, Territorial, Or Local Governmental Authorities, Or For Any Other Reason Beyond The Reasonable Control Of Taco Bell, Shall Not Be Deemed A Breach Of This Agreement.

If This Agreement Or Your Permission To Use The Platform Is Terminated By Taco Bell For Any Reason, The Terms Of This Agreement Will Nevertheless Continue To Apply And Be Binding Upon You In Respect Of Your Prior Use Of These Platform And Anything Relating To Or Arising From Such Use. If You Are Dissatisfied With The Platform Or With This Agreement Or The [Privacy Policy](https://www.tacobell.com/legal-notices/privacy-policy), Then Your Sole And Exclusive Remedy Is To Discontinue Using The Platform.

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ADDITIONAL TERMS FOR USERS OF THE MOBILE APP PLATFORM

Uses Of The Mobile App Platform Expressly Consent To Receive Push Notifications From And On Behalf Of Taco Bell.

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USERS OF THE APPLE MOBILE APP PLATFORM

If You Download And/Or Use The IPhone Or IPad Platform: You, The End-User Of This Platform, Acknowledge That This Agreement Is Entered Into By And Between Taco Bell And You And Not With Apple, Inc., And Apple, Inc. Is Not Responsible For The Platform And/Or Its Content. Notwithstanding The Foregoing, You Acknowledge That Apple, Inc. And Its Subsidiaries Are Third-Party Beneficiaries Of This Agreement And That Apple, Inc. Has The Right (And Is Deemed To Have Accepted The Right) To Enforce This Agreement. You Acknowledge That Apple, Inc. Has No Obligation Whatsoever To Maintain Or Support The Platform. You Acknowledge That You Have Reviewed The App Store Terms And Conditions (Located Online At (href="Http://Www.Apple.Com/Legal/Itunes/Us/Terms.Html#APPS" target="\_new")Http://Www.Apple.Com/Legal/Itunes/Us/Terms.Html#APPS). This Agreement Incorporates By Reference The Licensed Platform End User License Agreement (The “LAEULA”) Published By Apple, Inc. (Located Online At [Http://Www.Apple.Com/Legal/Itunes/Appstore/Dev/Stdeula/](http://www.apple.com/Legal/Itunes/Appstore/Dev/Stdeula/)). For Purposes Of This Agreement, The Platform Is Considered The “Licensed Platform” As Defined In The LAEULA And Taco Bell Is Considered The “Platform Provider” As Defined In The LAEULA. If Any Terms Of This Agreement Conflict With The Terms Of The LAEULA, The Terms Of This Agreement Shall Control. You Further Acknowledge And Agree That In No Event Will Apple, Inc. Be Responsible For Any Claims Relating To The Platform (Including, Without Limitation, A Third Party Claim That The Platform Infringes That Third Party’s Intellectual Property Rights) Or Your Use Or Possession Of The Platform, Including But Not Limited To: (I) Product Liability Claims; (Ii) Any Claim That The Platform Fails To Conform To Any Applicable Legal Or Regulatory Requirement; And (Iii) Claims Arising Under Consumer Protection Or Similar Legislation. You Acknowledge And Agree That, To The Maximum Extent Permitted By Applicable Law, Apple, Inc. Will Have No Warranty Obligation Whatsoever With Respect To The Platform.

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MOBILE APP PLATFORM UPDATES

Taco Bell May Make Available For Download Certain Platform Updates Or Upgrades To The Platform To Update, Enhance, Or Further Develop The Platform (“Platform Updates”). The License Granted Herein Allows You To Download And Use The Platform Updates To Update The Platform On Any Device That You Own Or Control. This Agreement Does Not Allow You To Update Devices That You Do Not Own Or Control, And You May Not Make The Platform Updates Available Over A Network Where It Could Be Used By Multiple Devices Or Multiple Computers At The Same Time. You May Not Make Any Copies Of The Platform Updates, Unless Such Copy Is Authorized In Writing By Taco Bell.

Except As And Only To The Extent Permitted By Applicable Law, Or By Licensing Terms Governing Use Of Open-Sourced Components Included With The Platform, You May Not Copy, Decompile, Reverse Engineer, Disassemble, Attempt To Derive The Source Code Of, Modify, Or Create Derivative Works Of The Platform, Platform Updates, Or Any Part Thereof. Any Attempt To Do So Is A Violation Of The Rights Of Taco Bell And Its Licensors Of The Platform And Platform Updates. By Storing Content On Your Device, You Are Making A Digital Copy. In Some Jurisdictions, It Is Unlawful To Make Digital Copies Without Prior Permission From The Rights Holder. The Platform And Platform Updates May Be Used To Reproduce Materials So Long As Such Use Is Limited To Reproduction Of Non-Copyrighted Materials, Materials In Which You Own The Copyright, Or Materials You Are Authorized Or Legally Permitted To Reproduce.

Taco Bell May, At Its Discretion, Automatically Upload Platform Updates To Your Device. You Agree To Accept These Platform Updates, And To Pay For Any Costs Associated With Receiving Them. The Platform And Platform Updates Are Subject To United States Export Laws And Regulations. You Must Comply With All Domestic And International Export Laws And Regulations That Apply To The Platform And Platform Updates. These Laws Include Restrictions On Destinations, End Users, And End Use.

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