

Tortas Frontera Terms & Conditions

Tortazo, LLC ("Tortas Frontera," "we," "us" or "our") are pleased to provide the information on www.tortasfrontera.com (the "Website"), on the Tortas Frontera mobile application ("Mobile App") and any other online services or programs where these Terms & Conditions are posted or linked (collectively, the "Online Services"). By using the Online Services, you agree to abide by the conditions set forth below. These terms apply to all content posted and uploaded on or in connection with all of our Online Services, including all online or social media forums or applications that we administer.

Privacy Policy

Please review our Privacy Policy, incorporated into these Terms & Conditions, and which governs how the information you provide to Tortas Frontera may be used.

Restrictions on Use of Materials

You may print copies of the information on the Website for your own personal use and/or store the files on your computer for personal use. Tortas Frontera owns the copyrights on all text and graphics and is the owner of all trademarks used on or in connection with the Online Services. This means that you may not distribute text or graphics to others without our express written consent. In addition, you may not, without our permission, copy and distribute this information, or modify or reuse our text or graphics. Tortas Frontera reserves all rights not expressly granted in these Terms & Conditions.

Geography

Unless otherwise specified, the Online Services are presented solely for the purposes of promoting Tortas Frontera and its programs available in the United States. Tortas Frontera makes no representation that materials in the Online Services are appropriate or available for use in other locations. If you access the Online Services from locations other than the United States, you are responsible for compliance with all applicable local laws.

Submitted Content

All comments, suggestions, feedback, ideas, notes, drawings, concepts, recipes or other information disclosed or offered to Tortas Frontera through the Online Services or in response to solicitations in the Online Services (collectively "Feedback") shall be deemed and shall remain the property of Tortas Frontera. By submitting any Feedback, you consent to its use by Tortas Frontera, including, but not limited to, its publication or placement on the Online Services. You understand and acknowledge that Tortas Frontera has both internal resources and external resources which may have developed or may in the future develop ideas identical to or similar to the Feedback you may submit and Tortas Frontera will only accept Feedback on these terms.

In addition, any Feedback you submit to Tortas Frontera is not confidential and Tortas

Frontera assumes no obligation of confidentiality with regard to your Feedback. Without limitation, Tortas Frontera shall exclusively own all rights in and to the Feedback and shall be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Feedback.

Mobile Applications

In order to use Online Services made available through the Mobile App, you must have a compatible mobile device; Tortas Frontera does not warrant that the Mobile App will be compatible with your mobile device.

If you access the Mobile App using an Apple iOS or Android powered device, Apple Inc. or Google, Inc., and its subsidiaries, respectively, shall be a third-party beneficiary to this contract and you agree that these third-party beneficiaries have the right to enforce these Terms & Conditions against you. However, these third-party beneficiaries are not a party to these Terms & Conditions and are not responsible for the provision or support of the Mobile App. You agree that your access to the Mobile App also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

The Mobile App may automatically download and install updates from time to time or require the downloading and installation of updates or new versions for continued use. You acknowledge and agree that in some instance's updates and/or new versions may reduce or remove features and functionality in prior versions of the Mobile App.

The Mobile App and all content, information, and other materials featured, displayed, contained, and available on or through the Mobile App is owned by or licensed to Tortas Frontera and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property laws. Subject to your compliance with these Terms, Tortas Frontera grants you a personal, non-exclusive, non-transferable, limited right to access, use, display, and download the Mobile App for noncommercial purposes only. You may not otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, the Mobile App or the content available through the Mobile App.

Disclaimer

The materials in all Online Services are provided "AS IS," and without warranties of any kind either express or implied. To the fullest extent permitted by law, Tortas Frontera disclaims all warranties, including implied warranties of merchantability and fitness for a particular purpose. Tortas Frontera does not warrant that the functions contained in these materials will be uninterrupted or error-free, that defects will be corrected or that this site or the server that makes it available are free of viruses or other harmful components. Tortas Frontera does not warrant or make any representations regarding the use or the result of the use of the Online Services, or any information or materials contained therein, in terms of their correctness, accuracy, reliability or otherwise.

Limitations of Liability

In no event shall Tortas Frontera be liable to you or to any third party for any damages (direct or indirect) whether in contract, tort, strict liability or otherwise arising out of or in connection with the Online Services (including modification or termination of the Online Services), the content, rewards, or these terms & conditions, whether or not Tortas Frontera may have been advised that any such damages might or could occur and notwithstanding the failure of essential purpose of any remedy. Because some states do not permit the exclusion or

limitation of certain damages, in such jurisdictions, liability is limited to the fullest extent permitted by such state law.

Gift Card Terms and Conditions

Your Tortazo/Tortas Frontera gift card may only be used for making purchases at participating Tortazo/Tortas Frontera restaurants or online on our website. Card has no value until purchased and activated. The value of this card will not be replaced if the card is damaged, lost, or stolen. Purchases are deducted from gift card balance. Any unused balance will remain associated with gift card for future use. If purchase exceeds gift card balance, the remaining amount must be paid with another payment method. Gift cards cannot be used to purchase other gift cards. Gift cards cannot be reloaded, resold, transferred for value or redeemed for cash, except to the extent required by law. Gift Cards cannot be used for previously purchased goods or services. Gift cards are not credit or debit cards. Tortas Frontera reserves the right to void a gift card if we suspect that it was obtained in a fraudulent, unauthorized or unlawful manner, or used or applied to purchases that are fraudulent, unauthorized, unlawful or otherwise in violation of these Terms & Conditions. Tortazo/Tortas Frontera gift cards do not expire. No fees apply to gift cards. When you purchase, receive or apply a Gift Card to a purchase, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern any dispute that may arise between you and Tortas Frontera related to your use of a gift card. Please refer to the back of your card for information on how to check card balances.

General Terms

Tortas Frontera reserves the right to change these Terms & Conditions and those terms that govern its gift cards, from time to time in our discretion. These Terms & Conditions are applicable to the extent permitted by law. If any of these Terms & Conditions are deemed invalid, void, or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

Online Ordering

Tortas Frontera may make available to you the ability to order through the Online Services from our participating locations. These Terms apply only to orders placed through the Online Services. Minimum order amounts may apply. Any applicable delivery fees, taxes and other amounts due in connection with your order will be identified when you place your order. There may be limits on the dollar values and number of orders that may be placed through the Online Services. You are responsible for payment of your order by means of a payment option made available through the Online Services at the time of ordering. We use third party providers and may accept various third-party services to process payments. The location identified when you place your order is responsible for fulfilling your order and for any questions or other communications regarding your order. Discounts, coupons and other offers may not be able to be combined with ordering through the Online Services. Every participating location may not have all menu items identified through the Online Services. The Online Services may allow you to customize your order. You may be able to, and in some circumstances, you may be required to, use your Loyalty Rewards, as defined below, account (or sign up for Loyalty Rewards) in connection with certain ordering through the Online Services, in which case the Loyalty Rewards terms will also apply.

Third Party Content, Products and Services (including Advertising and Promotions)Tortas Frontera may provide third party content on the Online Services (including embedded content) and links to web pages and content of third parties, including Tortas Frontera

branded and co-branded content and/or web pages (collectively, "Third Party Content"). We may also make our Online Services available to you through your use of services of third parties, such as Google, Facebook and Instagram. When you visit other sites via Third Party Content, or utilize the services of third parties, the terms and policies of the third-party sites/services govern such third party site/services, including without limitation use of any of your account information that you choose to make available to such third party. It is your responsibility to determine when you are accessing Third Party Content or services. We do not control, endorse or adopt any Third Party Content or service, including the advertisements or promotions of any third party, and the inclusion of any link to and/or reference to Third Party Content or availability of Third Party service in connection with use of any Online Service does not imply Tortas Frontera's endorsement, affiliation or adoption of the Third Party Content or service, and Tortas Frontera makes no guarantee as to its accuracy, completeness, reliability or suitability for your purposes. You agree to comply with all applicable laws, regulations and terms applicable to your use of any such third-party services. You acknowledge and agree that Tortas Frontera is not responsible or liable in any manner for Third Party Content or services.

Questions

If you have any questions regarding the Online Services, Tortazo/Tortas Frontera Rewards and/or these Terms and Conditions, please contact us at feedback@tortazo.com.