

# TERMS OF USE

## Overview

The [www.tengosed-ky.com](http://www.tengosed-ky.com) World Wide Web site (the "Website") The Site is owned and/or operated by FSL Management, LLC (here and after "the Company") and is subject to the terms set forth below (the "Terms"). The Company is also referred to herein as "we", "us", and "our". The terms "you" and "your" when used in these Terms means any user of the Website. These Terms set forth the terms and conditions through which the Company will permit you to use this the Company owned and operated Website.

Portions of this Website contain links to other websites, including websites of third parties who are acting on our behalf as our agents, suppliers, or providers. These other websites are not operated by The Company and have their own terms of service that we encourage you to read before you use them.

## Accepting these Terms

In order for you to use any portion of the Website, you must first agree to abide by the Terms. You can accept these Terms by:

Checking the box next to "I have read and agree to the Terms of Service" (or similar language); or Using any portion of the Website in which case you understand and agree that these Terms will apply to your use of the Website (and any parts thereof).

**Before you continue to use the Website, you should print or save a local copy of the Terms for your records.**

## Registration

In order to use the Website you may be required to provide information about yourself (such as identification or contact details) as part of the registration process. You agree that any registration information you give to The Company will be accurate, correct, and current.

## Prohibited Uses

You specifically agree not to:

- use the Website to undertake or accomplish any unlawful purpose, including but not limited to, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity on the Website;
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Website (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- register under the name of, nor attempt to use the Website under the name of, another person;
- allow another person to access the Website using your credentials;
- capture, rip, download, or otherwise create a copy of any content that is shown on the Website without obtaining any required permission of the content owner; or
- take any actions for the purpose of manipulating or distorting, or that may undermine the integrity and accuracy of, any ratings or reviews of any service or product that may be presented by the Website.

## Your Passwords and Unauthorized Use of Your Account

To understand how the Website uses information you provide, please read the Website Privacy Policy at <http://bit.ly/2aeSKzs>. This policy explains how The Company handles your personal information when you register and use the Website.

## Content and Limited License Grant

The Website will allow you to access information, such as collections of data, video, audio, or other multimedia, and photographs and other static images (the "Content"). This Content is owned by The Company or other companies that give The Company the right to distribute their Content. The Company grants you a limited license to view the Content and to use the Website for personal, non-commercial purposes as set forth in these Terms or in a manner that does not require a license.

Neither the Website, nor any Content, may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted, uploading, translated, broadcasted, sold or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without our express prior written permission. You may not incorporate the Content into any hardware or software application. This prohibition applies even if you intend to give away the derivative materials free of charge. Of course, you are free to encourage others to access the Content and to tell them how to find it.

In addition, our Content providers want to remind you that you must not remove, alter, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content.

Nothing in the Terms gives you a right to use any of the trade names, trademarks, service marks, logos, domain names, or other distinctive brand features contained in this Website except as permitted by law. You further agree that in using the Website, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of these marks, names or logos.

## Votes

The Website may offer you opportunities to vote in connection with certain events. By casting a vote, you signify your agreement to the voting terms set forth in this paragraph on the Website as well as the terms of this Agreement. By casting your vote, you hereby grant The Company and its licensees a perpetual, worldwide,

royalty-free, non-exclusive right and license to use, reproduce, publicly display, publicly perform, modify, sublicense, and distribute the content you provide, in connection with the Website or the products promoted via the Website, and incorporate it in other works, in whole or in part, in any manner.

The Company is not responsible for votes not received due to lost, failed, delayed or interrupted connections, including Internet/Webserver/network/phone-line connections or miscommunications, or other electronic malfunctions, computer or telephone hardware or software failures, malfunctions, or garbled or jumbled transmissions. The Company reserves the right, in its sole discretion, to cancel or suspend voting at any time and for any reason.

#### **Ownership**

The Website and its design, text, Content, selection and arrangement of elements, organization, graphics, logos and trademarks, compilation, magnetic translation, digital conversion and other matters and content related to the Website are the property of The Company and/or its licensors and are protected under applicable copyright, trademark and other applicable intellectual proprietary laws. All rights not specifically granted herein with respect to such material are reserved.

#### **No Warranties**

YOUR USE OF AND BROWSING OF THE WEBSITE ARE AT YOUR RISK. NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS WEBSITE OR ITS CONTENTS, WHICH ARE PROVIDED FOR USE "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE EACH DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS WEBSITE AND ANY WEBSITE WITH WHICH IT IS LINKED. WE DO NOT WARRANT THAT THIS WEBSITE, ITS SERVERS OR E-MAIL SENT FROM US WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES). WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE INFORMATION ACCESSIBLE VIA THIS WEBSITE, OR ANY WEBSITE WITH WHICH IT IS LINKED, IS ACCURATE, COMPLETE, OR CURRENT. WE DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR SHAREHOLDERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

Without limiting the generality of the foregoing, neither The Company nor any of its licensors warrants or represents that use of content displayed on the Website will not infringe the rights of third parties not owned by or affiliated with The Company or its licensors.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

#### **Release**

You hereby release and hold harmless The Company and any party involved in creating, producing, or delivering the Website, each's parent, affiliates, subsidiaries, agents and advisors and their respective employees, officers, directors, shareholders, agents and representatives from and against any and all losses, damages, rights, claims and actions of any kind arising in connection with your use of the Website and/or in connection with FSL Management, LLC's use of any input you provide. In consideration for your agreement herein, The Company will provide access to the Website.

#### **Special Note Concerning Age**

The Company does not consider the Website to be of interest to anyone under the age of 13, and it should not be used by children under the age of 13. In addition, if any sweepstakes are offered through this Website, they are not intended for persons under the age of 18, and persons under the age of 18 are not permitted to participate in them. Parents should supervise their children's online activities and consider using parental control tools available from online services and software manufacturers that may help provide a child-friendly online environment. These tools may also prevent children from disclosing online their name, address, and other personal information without parental permission.

#### **Copyright Policy**

All materials and information on the Website, including, without limitation, the Website logos, design, text, graphics, software, other files, and the selection and arrangement thereof are protected by copyrights that are owned or licensed by The Company, or otherwise used by The Company with the permission of the content owner. You may not reproduce, perform, create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any Content from the Website or any other site owned or operated by The Company without the prior written permission of The Company or the owner of the work. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of The Company or its licensor's copyrights and other proprietary rights. Use of the Content on any other site or other networked computer environment is prohibited without prior written permission from The Company or the owner of the work.

Without limiting the foregoing, if you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party;
- A notarized 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
- A notarized 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.

Please send any such requests to The Company as follows: [info@tengosed-ky.com](mailto:info@tengosed-ky.com)

#### **Linking to the Website**

The Company welcomes links to the homepage of the Website. You are free to establish a hypertext link to our homepage so long as the link does not state or imply any affiliation, connection, sponsorship, or approval of your site by us. The Company does not permit framing or inline linking to the Website or any portions of them.

#### **Hyperlink Disclaimer**

The Website may contain links and/or advertisements to other websites maintained by us in addition to links to websites maintained by unrelated companies and persons. The Company does not control the terms of service or the privacy policies of these sites, and their terms and policies will govern your use of those sites as well as their use of any information you provide to them through those sites. An advertisement of, or link to, a non- The Company website does not mean that we approve, endorse or accept any responsibility for that website, its content or use, or the use of products and services made available through such website.

You acknowledge that we are not responsible for the actions, content, accuracy, opinions expressed, privacy policies, products or services provided through these links or made available through these resources or appearing in such websites, nor for any damages or losses, directly or indirectly, caused or alleged to have been caused as a result of your use or reliance on such websites. Such websites are not investigated, monitored or checked for accuracy, completeness or conformance with applicable laws and regulations by us. We do not make any representations whatsoever, or give any warranties of any kind, expressed, implied, or otherwise about other websites which you may access through the Website, the content thereof, or the products and/or services made available through such websites. If you access these other websites, you do so at your own risk.

The Website may also contain links to community forums, bulletin boards, chat rooms, and blogs about the various products, events or properties set forth or described on the Website. Children under the age of 13 should not post in any of the forums, boards, chat rooms, blogs, and other editorial sections of these websites. Participants in these forums, bulletin boards, chat rooms, and blogs are solely responsible for all content that they post there.

#### **Exclusion of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE, ON BEHALF OF OURSELVES, OUR LICENSORS, ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE, EACH'S EMPLOYEES, AGENTS, SUPPLIERS, AND CONTRACTORS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE OR ANY OF OUR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE CONTENT OR ANY WEBSITE WITH WHICH IT IS LINKED. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS.

These Terms give you specific legal rights and you may also have other rights which vary from country to country. Some jurisdictions do not allow the exclusion of certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in these Terms may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out in these Terms shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. Indemnification

You agree to indemnify, defend, and hold harmless The Company and its licensors, (including each's parents, subsidiaries, and affiliates and all of their respective officers, directors, employees, agents, licensors, suppliers and any third-party information providers) against all claims, losses, expenses, damages and costs (including reasonable attorney fees) resulting from any breach of the Terms or unauthorized use of the Website or any of its content. The Company reserves the right, at its election to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with The Company in connection with our defense.

#### **Changes to the Terms**

The Company may at any time revise these Terms consistent with applicable contract laws and principles. When these changes are made, The Company will make a copy of the updated Terms available at this web page and may also make any updated Terms available to you by e-mail, direct mail, or other reasonable means as selected by The Company. You understand and agree that if you use the Website after the date on which the Terms take effect, you are bound by any such revisions and we will treat your continued use as acceptance of the updated Terms.

#### **Modification and Discontinuation**

We reserve the right to modify, edit, delete, suspend or discontinue, temporarily or permanently, the Website (or any portion thereof) and/or the information, materials, products and/or services available through the Website (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Website.

#### **Entire Understanding**

These Terms (together with our Privacy Policy, which is expressly incorporated herein) contain the entire understanding between you and us with respect to use of the Website and no representation, statement, inducement oral or written, not contained herein shall bind any party to this agreement.

#### **Notice and Third Party Beneficiaries**

You agree that The Company may provide you with notices, including those regarding changes to the Terms, by e-mail, regular mail, or postings on the Website.

You acknowledge and agree that each The Company licensor shall be an intended third party beneficiary to the Terms and that these licensors shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or entity shall be third party beneficiaries to the Terms. Severability And Non-Waiver Our failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision, and a waiver by us of any right under these Terms on any occasion will not in any way constitute a waiver of such right or any other right on any other occasion. In the event any provision of these Terms is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these Terms, and the parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision. These Terms will apply in lieu of and notwithstanding any specific legend or statement associated with any particular document or information exchanged.

#### **Contacting Us**

If you have any questions regarding these Terms, you may contact us directly through our Website at the following address: [info@tengosed-ky.com](mailto:info@tengosed-ky.com)

You may also contact us by mail at:

**Tengo Sed Cantina**

**Attn: Marketing/Privacy Feedback**

**432 B South 4th Street**

**Louisville, KY 40202**

**Law & Jurisdiction**

These Terms shall be subject to, governed by and construed under the laws of the state of Kentucky in the United States of America, without regard to conflict of law principles. Your access to, or use of, the Website or information, materials, products and/or services on the Website may be prohibited by law in certain countries or jurisdictions. You are responsible for compliance with any applicable laws of the country from which you are accessing the Website.

You hereby consent and waive all objections to the exclusive jurisdiction of the federal and state courts in the state of Kentucky and venue therein to resolve any controversy or claim of whatever nature arising out of or relating to use of the Website. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of this agreement is taking place or originating.

*Last Updated 7/28/2016*