

## TERMS & CONDITIONS

### TERMS & CONDITIONS STATEMENT OF USE FOR CBSBARBQUE.COM

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE USING THIS WEB SITE

By using the Cbsbarbque.com Web site and its contents, you signify your agreement to the following terms and conditions, which may limit or restrict your use of the Web site and its contents. If you do not agree to be bound by these terms and conditions, you may not use the site. We reserve the right at our sole discretion, to change, add or delete any portion of these terms at any time.

## LEGAL

Thank you for visiting Cbsbarbque.com. Your privacy is very important to us.

Our policy is to respect and protect the privacy of all visitors to our Web sites. In this document, we explain how we use information you supply us. If we update our privacy policy, all revisions will be posted on this page. We reserve the right to change the privacy policy. For your convenience we have organized our privacy policy into the following topics.

- Information Collection and Use
- Information Sharing and Disclosure
- Uses of E-mail Addresses
- Collection of Information by Third-Party Sites and Sponsors
- Use of Cookies
- Our Commitment to Security

## INFORMATION COLLECTION AND USE

Two types of information may be collected when you visit Cbsbarbque.com, information which you knowingly provide us (called personally identifiable information), and information which is obtained from your visit but is not directly associated with you (called non-personally identifiable information). When you sign up to use one or more of our services, send an e-mail, ask a question, offer an opinion or order items in the online store, we may specifically ask for information about you, including, but not limited to name, age, address, phone number, e-mail address, financial and/or demographic information and payment information. This information is used to fulfill the services you requested or to better our Web site offerings to you and users like you. In the normal course of using Cbsbarbque.com, we may collect information about your habits and usage of our sites. This non-personally identifiable information is collected without any direct association with you specifically.

## INFORMATION SHARING AND DISCLOSURE

Agents, employees and contractors of CB's Bar-B-Que Restaurant and its affiliates who have access to personally identifiable information are required to protect this information in a manner that is consistent with this Privacy Policy and the high standards of this organization. Information about you specifically will not be used for any purpose other than to carry out the services you requested from CB's Bar-B-Que Restaurant and its affiliates. We will not sell or rent your personally identifiable information to anyone at any time without your prior permission. We will not use any personal or financial information beyond what is necessary to assist us in delivering to you the services you have requested.

We will send personally identifiable information about you to other organizations or individuals only when:

1. We have your consent to share the information;
2. We need to share your information in order to provide the product or service you have requested; or

3. We are required to do so by law, for example, in response to a court order or a subpoena.

We routinely use the non-personally identifiable information that we collect to improve the design and content of our sites and to enable us to personalize your Internet experience. We also may use this information to analyze site usage, as well as to offer products, programs, or services to you or other users like you.

#### USES OF E-MAIL ADDRESSES

CB's Bar-B-Que Restaurant and its affiliates may periodically send informational or promotional e-mail messages. You will not receive such e-mail messages unless, at the time you provided us with your e-mail address, you indicated that you wished to receive such e-mails. If you are asked for your e-mail address and not given the opportunity to opt-out of receiving additional information, then the e-mail address is to be used for the specific service you requested only and will be deleted when you request the service be discontinued. If you receive e-mails from CB's Bar-B-Que Restaurant and wish to stop receiving such e-mails, you may request discontinuation of e-mail messages by going to the "Contact Us" [Cbsbarbque.com](http://Cbsbarbque.com) web site and requesting this action.

#### COLLECTION OF INFORMATION BY THIRD-PARTY SITES AND SPONSORS

[Cbsbarbque.com](http://Cbsbarbque.com) may contain links to various other sites. While we encourage other site developers to adopt privacy policies that build users' trust and confidence in the Internet, we are not responsible for the privacy practices or the content of Web sites linked to our sites or to which we link. Visitors should consult the other sites' privacy policies, as we have no control over the information that is submitted to, or collected by, these third parties.

#### USE OF COOKIES

Cookies are small text files that are placed on your computer's hard drive by our servers to identify your computer. Cookies should only be read by the server that placed them there and are unable to execute any code or virus. We may use cookies to recognize you when you visit our sites, to personalize your experience and generally to serve you better.

For example, if you enter your name, address, telephone number, email address, ZIP code or other personally identifiable information on one of our forms, such information may be, but is not necessarily always, stored in a cookie so you do not have to enter this information again.

#### IP ADDRESSES

An IP address is a number that is assigned to your computer whenever you're using the Internet. Web servers and other systems on the Internet automatically identify your computer by its IP address. CB's Bar-B-Que Restaurant and its affiliates collect IP addresses for the purposes of system administration, to report aggregated information to our sponsors, and to audit the use of our site. When visitors request pages from [Cbsbarbque.com](http://Cbsbarbque.com), our servers log the visitor's IP address. We do not link IP addresses to anything personally identifiable, which means that a visitor's session will be logged, but the visitor remains anonymous to us.

#### OUR COMMITMENT TO SECURITY

We have put in place appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information we collect via the Internet. We do not sell, trade, or rent your personal information without your prior knowledge and permission. If you have

questions about the privacy procedures employed at CB's Bar-B-Que Restaurant, please write, e-mail or call us at:

Address: 728 N 14<sup>th</sup> Street  
Kingsville, TX 78363  
Phone: 361-516-1688  
Email: [admin@cbsbarbque.com](mailto:admin@cbsbarbque.com)

## RESTRICTIONS ON USE

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## CB'S BAR-B-QUE LOCATION

The Web sites are controlled from CB's Bar-B-Que Restaurant at 728 N 14<sup>th</sup> Street; Kingsville, TX 78363 in the United States of America. CB's Bar-B-Que Restaurant makes no representations that the Web sites and their contents are appropriate, suitable, or available for use in any other location. If you use the sites from another location, you are solely responsible for complying with all applicable laws where you are located. CB's Bar-B-Que Restaurant prohibits all use of the sites' contents that in any way violates any local, state or federal or international laws or that is detrimental to CB's Bar-B-Que Restaurant or the CB's Bar-B-Que Restaurant brand.

## LIABILITY DISCLAIMER

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against us with respect to such sites and third-party content. You are strongly encouraged to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third party sites.

## RIGHT TO CHANGE

CB's Bar-B-Que Restaurant reserves the right to change, modify, or discontinue the Web sites, including any products and services featured on the sites, at any time for any reason without notice. Products and services featured on the sites may not be available in your area and are primarily available only in the continental United States and at this time.

## LINKS NOTICE

You may not create links (hyper-links) to the CB's Bar-B-Que Restaurant Web sites without first obtaining permission in writing or via email from CB's Bar-B-Que Restaurant. If you choose to access sites that are linked to or from CB's Bar-B-Que Restaurant's Web sites, then you acknowledge that you do so at your own risk and that CB's Bar-B-Que Restaurant will not be responsible nor liable to you for any damages, injuries, costs, or expenses related to or arising from such access. CB's Bar-B-Que Restaurant does not implicitly endorse third-party sites that choose to link to CB's Bar-B-Que Restaurant's Web sites.

## TRADEMARK NOTICE

When reasonably practicable or necessary, CB's Bar-B-Que Restaurant will use the normal <sup>TM</sup>, <sup>SM</sup>, <sup>©</sup> or <sup>®</sup> subscripts to indicate that a word or design mark is protected by trademark laws. Such characters may or may not appear correctly in some computer systems and browsers. The absence of such subscripts or the improper representation of such subscripts does not mean that CB's Bar-B-Que Restaurant does not claim trademark rights to a mark. Unless and until CB's Bar-B-Que Restaurant specifically informs you in writing to the contrary, you should presume that all marks shown on the Web sites are trademarks controlled or used by CB's Bar-B-Que Restaurant and that trademark laws protect them. When reasonably practicable or necessary, CB's Bar-B-Que Restaurant will designate the owner of non CB's Bar-B-Que trademarks.

## COPYRIGHT NOTICE

Photographs, images, graphics, drawings, illustrations, logos, slogans, text, storyline, audio, and video material shown on the Web site are protected by applicable copyright laws from unauthorized use, display, distribution, copying, reproduction, recording, storing, broadcast or transmission. By using the Web site, you agree that you will first obtain written permission from CB's Bar-B-Que Restaurant before you use, display, reproduce, distribute, copy, record, store, broadcast or transmit any material contained on the web sites that are protected by copyright. Unless and until CB's Bar-B-Que Restaurant specifically informs you in writing to the contrary, you should presume that copyright laws protect all material shown on this Web site.

## SOLICITATION

CB's Bar-B-Que Restaurant and its affiliated entities do not accept unsolicited ideas. Therefore, if you send any text, ideas, drawings, slogans, pictures, audio, video, or other information to CB's Bar-B-Que Restaurant through the Web sites by Internet and/or e-mail, your submission will become the property of CB's Bar-B-Que Restaurant and CB's Bar-B-Que Restaurant will have no duty to preserve or return your submission. By sending your submission, you agree that your submission is not confidential nor proprietary and that CB's Bar-B-Que Restaurant and its affiliated entities and agencies may use and own your submission for any purpose whatsoever now and in the future without any obligation to obtain your permission or to compensate you in any way.

## CAREER OPPORTUNITIES

Any potential employment positions that may be listed on this Web site now or in the future include opportunities with the restaurant owned and operated by CB's Bar-B-Que. CB's Bar-B-Que Restaurant accepts no responsibility or liability with respect to the terms and conditions of employment with CB's Bar-B-Que. Specific information about the terms and conditions of employment associated with a particular position will be set forth on the date of hire. Postings on this Web site do not represent an offer of employment. An authorized representative of CB's Bar-B-Que Restaurant in accordance with CB's Bar-B-Que Restaurant's hiring policies and procedures must make any offer of employment in writing.

## NUTRITION DISCLAIMER

Percent Daily Values are based on a 2,000-calorie diet. Your daily values may be higher or lower depending on your calorie needs.

Nutritional values are based on standard recipes and product formulations.

Nutrient contributions from individual components may not equal the total due to federal rounding regulations.

Weight for standard product is expressed as an approximate weight after cooking or "as served."

Soft drink and/or tea serving size reflects the amount of liquid in the beverage cup. A beverage cup serving size will vary according to amount of ice in glass.

This information provided by CB's Bar-B-Que Restaurant regarding our food is as complete as possible at the time. CB's Bar-B-Que Restaurant, its Owner/Operators, and employees, do not assume responsibility for a person's sensitivity or allergy to any food item provided in our restaurants. Please always consult your healthcare practitioner for questions regarding your personal diet. We encourage anyone with food sensitivities, allergies, or special dietary needs to visit the "Restaurant Menu" link within our web site, to review our food before you order. If you have specific questions about our menu, visit the "Contact Us" page within this Web site

## JURISDICTION

The terms and conditions of this Privacy Policy and Legal Statement of Use (Terms & Conditions) will be construed, interpreted, and enforced according to the laws of the State of Texas and the United States of America, without regard to conflict of law rules or principles.