

Tacos My Guey Terms of Service

Effective Date: August 1, 2024

Welcome to Tacos My Guey. These Terms of Service ("Terms") govern your use of our website, mobile applications, loyalty programs, and all related services (collectively, the "Services").

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, please do not use our Services.

1. Eligibility

You must be at least 13 years old to use our Services. If you are under 18, you must have your parent's or guardian's permission to use our Services.

2. Orders and Transactions

- **Order Confirmation:** When you place an order through our Services, you will receive an email or in-app confirmation. This confirmation does not guarantee product availability; it only acknowledges that we have received your order.
- **Pricing and Fees:** Prices listed are for the product only and do not include taxes, service fees, or delivery charges unless otherwise stated. We reserve the right to change prices at any time.
- **Errors:** We do our best to ensure the accuracy of product information and pricing. However, we are not responsible for typographical, pricing, or description errors. We reserve the right to cancel any order containing an error, even after payment has been processed.
- **Payments:** Payments are processed through third-party providers like Toast. We do not store your full credit card information on our servers.

3. Refunds and Returns

Our refund policy is based on customer satisfaction but is handled on a case-by-case basis.

- **Order Issues:** If there is a problem with your order (e.g., incorrect item, missing item, or damaged order), you must contact us at info@tacosmyguey.com within **48 hours** of picking up or receiving your order.
- **Non-Refundable:** We do not offer refunds for changes of mind or for customer-made errors (e.g., selecting the wrong item or delivery location).
- **Procedure:** When contacting us, please have your order confirmation ready. We reserve the right to request a photo of the product or for the product to be returned before issuing a refund or store credit.

4. Loyalty Program (Guey Rewards)

- **Eligibility:** Participation in the loyalty program is subject to creating an account and complying with these Terms.
- **Program Termination:** We reserve the right to modify or terminate the loyalty program at any time, with or without notice. Points or rewards may be voided if the program is terminated.
- **No Cash Value:** Points and rewards have no cash value and cannot be redeemed for cash. They are non-transferable.

5. Intellectual Property

All content on our Services, including logos, text, graphics, and software, is the property of Tacos My Guey and is protected by copyright and other intellectual property laws. You may not use our content without our explicit permission.

6. Disclaimer of Warranties

Our Services are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied. We do not warrant that the Services will be uninterrupted, error-free, secure, or that defects will be corrected.

7. Limitation of Liability

To the fullest extent permitted by Florida law, Tacos My Guey, its affiliates, directors, and employees will not be liable for any indirect, incidental, special, consequential, or punitive damages, including, but not limited to, loss of profits, data, or use, whether arising from your access to or use of our Services.

Our total liability for any claims arising from these Terms or your use of our Services will be limited to the amount you paid to us in the past six (6) months.

8. Indemnification

You agree to indemnify and hold Tacos My Guey, its affiliates, directors, and employees harmless from any and all claims, damages, losses, or expenses (including attorney's fees) arising from your use of the Services, your violation of these Terms, or your violation of a third party's rights.

9. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the **State of Florida**, without regard to its conflict of law principles. Any dispute arising from these Terms or your use of the Services shall be resolved exclusively in the state or federal courts located in Orange County, Florida.

10. Changes to the Terms

We may modify these Terms at any time. Changes will become effective as soon as they are posted. We will notify you of significant changes by posting the new Terms. Your continued use of the Services constitutes your acceptance of the modified Terms.

11. Contact Information

If you have any questions about these Terms, please contact us at:

Tacos My Guey 13526 Village Park Dr. Suite 212, Orlando, FL 32837 info@tacosmyguey.com