

# Terms and conditions of use

These terms and conditions (“Terms”) govern the user’s (“you” or “your”) use of our website [www.acefoodhandler.com](http://www.acefoodhandler.com) (“the Website”) and your relationship with Ace Food handler (we”, “our” or “us”) whose registered office is at 11316 Jollyville Rd, Suite 184 Austin, TX 78759, United States of America. Please read these terms and conditions carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms, please do not access or use the Website. If you have any queries regarding these Terms, please contact our support centre.

## A. USE OF THE WEBSITE

### 1. Agreement

By using the Website you agree to be bound by these Terms.

### 2. Amendments

We reserve the right to:

- Update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website will be deemed to indicate your acceptance of, and agreement to be bound by, the new Terms.
- Modify or withdraw, temporarily or permanently, this Website and the material contained therein (or any part) without notice to you, and you confirm that we shall not be liable to you for any modification to, or withdrawal of, the Website or its contents.

### 3. Registration

You warrant that:

- The personal information which you are required to provide when you register is true, accurate, current and complete in all respects.
- You are not impersonating any other person or entity During the term of this agreement you will notify us immediately of any changes to your personal information by using the ‘Contact Us’ section on the Website or by telephoning our customer service centre on 877-952-8111.

### 4. Compliance

The Website may only be used for lawful purposes and in a lawful manner.

You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use.

You agree not to upload or transmit through the Website:

- Any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer.
- Any material which is defamatory, offensive or of an obscene character You may not create a link to this Website from any other website without our prior written permission.

## **5. Third party links**

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. We are not responsible for such websites or material nor do we review or endorse these websites. We will not be liable, whether directly or indirectly, for the practices in respect of privacy or otherwise and/or the content of such websites nor for any damage, loss or offense caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources and we accept no responsibility or liability for any losses or penalties whatsoever that might be incurred as a result of linking to any location on any linked websites or pages.

## **B. GENERAL**

### **6. Intellectual property**

The content of the Website is protected by copyright, trademarks, database and other intellectual property rights whether registered or unregistered. You acknowledge that the ownership of the material and content displayed on the whole or on part of the Website and the intellectual property rights in such material and content shall remain with us or our licensors absolutely. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network) or print one copy of such content for your own, internal business purposes, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for external commercial purposes any of the materials or content on the Website.

### **7. Limitation of liability**

Notwithstanding any other provision in the Terms, nothing in these Terms will exclude or limit our liability for death or personal injury resulting from our negligence. The Website is provided on an “as is” and “as available” basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided to by you. You must bear the risk associated with the use of the Internet. Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as reasonably possible.

We will have no liability for:

- Incompatibility of the Website with any of your equipment, software or telecommunications links
- Technical problems including errors on, or interruptions to usage of the Website
- Unsuitability or unreliability of the Website
- Inadequacy of the Website to meet your requirements
- To the full extent allowed by applicable law, any loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data, pure economic loss or any consequential losses, indirect, incidental damages, special or punitive damages whatsoever that arise out of or are related to the Website
- Viruses or other computer bugs or malfunctions acquired by you from the use of the Internet or the Website

## **8. Severance**

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to have been deleted from these Terms and shall not affect the validity and/or enforceability of any remaining provisions of the Terms.

## **9. Waiver**

No waiver by us in respect of any breach of any provision of these Terms shall be construed as a waiver of any preceding or succeeding breach of any provision of these Terms.

## **10. Third party rights**

All third party rights are excluded and no third party shall have any right to enforce these Terms. This shall not apply to members of our group who shall, from time to time and subject to our consent, have the right to enforce these Terms as if they were us. Any rights of a third party to enforce these Terms may be varied and/or extinguished by agreement between the parties to these Terms without the consent of any such third party.

## **11. Law and jurisdiction**

The Website is controlled and operated in the country of United States of America. The Terms will be governed by the Laws of Texas and U.S.A. and you irrevocably agree to submit to the exclusive jurisdiction of the Texan Courts. Calls may be recorded or monitored for training/customer services purposes and/or the prevention or detection of crime. Details are correct at time of creation. Calls may be monitored and recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service.