



Tasteocracy

Where every taste matters.

Tasteocracy Website Terms of Use

The website www.tasteocracy.com (collectively the “Site”), are owned and operated by Tasteocracy. (referred to as “Tasteocracy” “we,” “us,” “our”). **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.** By using this Site you agree to these terms of use (the “Terms”). If you do not agree to the Terms, please do not use the Site. We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms at any time. Please check these terms periodically for changes. Your continued use of the Site following the posting of changes to the Terms will mean you accept those changes.

The Site

The Site, including but not limited to all text, graphics, logos, icons, images, data, graphs, audio, videos, computer programs and other material and information contained on, or utilized in the provision of, the Site is the property of Tasteocracy or its content suppliers and is protected by copyrights, trademarks, trade secrets, patents or other proprietary rights. Tasteocracy hereby grants you a limited, nonexclusive, non-transferable personal license to use the Site for personal or informational purposes only. Except as expressly authorized by Tasteocracy in writing, you may not use, copy, distribute, modify or create derivative works from, disclose, display, transmit, or post or any portion of the Site for any purpose. All rights not expressly granted herein are reserved to Tasteocracy and/or its licensors.

To use certain features of the Site or participate in certain activities sponsored by Tasteocracy, for example, food testing, we might ask you to register as a user, participant or tester. If so requested, each Site user must: (1) personally provide true, accurate, current and complete information on the Site’s registration form (collectively, the “Registration Data”) and (2) maintain and promptly update the Registration Data as necessary to keep it true, accurate, current and complete. If, after investigation, Tasteocracy has reasonable grounds to suspect that any user’s information is untrue, inaccurate, not current or incomplete, Tasteocracy may suspend or terminate any and all current or future use of the Site by that user.

A user may receive passwords and account designations upon completing certain Site registration processes and is wholly responsible for maintaining the confidentiality of such passwords or designations.

Children

The Site is not intended for use by children. If you are under 18, you may not submit or post any information or material on the Site or otherwise provide such information to Tasteocracy, including but not limited to personally identifiable information.

Termination

Tasteocracy may terminate a user's ability to use the Site in Tasteocracy's absolute discretion and for any reason. Tasteocracy may terminate your use of the Site for reasons that include, but are not limited to, the following: (1) violation of these Terms; (2) abuse of Site resources or attempt to gain unauthorized entry to the Site; or (3) as required by law, regulation, court or governing agency order. Tasteocracy's termination of any user's access to the Site may be effected without notice and, on such termination, Tasteocracy may immediately bar any further access to the Site. Tasteocracy shall not be liable to any user or other third party for any termination of that user's access to the Site. In the event of termination, Tasteocracy reserves the right to delete, or not delete a user's Content at Tasteocracy's sole discretion.

Links

The Site may provide links to other websites. Tasteocracy exercises no control whatsoever over such other websites and is not responsible or liable for the availability, content, advertising, products or other materials on such websites. Your access and use of such linked websites, including information, material, products and services therein, is solely at your own risk.

DISCLAIMER; LIMITATIONS OF LIABILITY

EACH USER'S USE OF THE SITE IS AT HIS OR HER SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TASTEOCRACY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TASTEOCRACY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY USER'S USE OR INABILITY TO USE THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Trademark information

“Tasteocracy” and “Tasteocracy Testers” are trademarks of Tasteocracy. All other marks, names, and logos mentioned on the Tasteocracy site are the property of their respective owners. Your use of the Tasteocracy trademarks and other marks, names and logos set forth on the Site without prior written consent is strictly prohibited.

Copyrights

Tasteocracy respects the intellectual property rights of others, and requires that the people who use the Site do the same. It is our policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing: (1) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner’s behalf; (2) identification of the copyrighted work that you claim has been infringed; (3) identification of the material that is claimed to be infringing and information reasonably sufficient to permit Tasteocracy to locate the material, including the full URL. (4) your name, address, telephone number, and email address. (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (6) a statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 is:

John Roberts
New Counsel, PLC
233 Park Avenue
Minneapolis, Minnesota
612-659-8443
jroberts@newcounsel.com

Privacy

Tasteocracy agrees to treat your private personally identifiable information in accordance with the terms of our then current privacy policy, which is incorporated herein for all purposes, and which is available for review at <http://www.tasteocracy.com/privacy> or by sending an e-mail request to: info@tasteocracy.com.

General information

The Terms constitute the entire agreement between each user and Tasteocracy and govern each user's use of Site, superseding any prior agreements. The Terms and the relationship between each user and Tasteocracy shall be governed by the laws of the State of Minnesota without regard to its conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located within the county of Hennepin, Minnesota. This Site is controlled and operated by Tasteocracy from its offices within the State of Minnesota, United States of America. Tasteocracy makes no representation that materials in the site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between Tasteocracy and any user.