Kabob Express Website

Terms and Conditions of Use

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE KABOB EXPRESS CORPORATION GROUP INC. (“KE”). YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE USING THE KABOBEXPRESS.COM WEBSITE (THE “WEBSITE”). BY ACCESSING, BROWSING, SUBSCRIBING TO OR OTHERWISE USING THE WEBSITE, YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS IN THIS AGREEMENT, AS AMENDED FROM TIME TO TIME. IF YOU DO NOT AGREE, YOU MAY NOT USE THE WEBSITE. IF AT ANY TIME THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NO LONGER ACCEPTABLE TO YOU, YOU SHOULD IMMEDIATELY CEASE ALL USE OF THE WEBSITE. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SPECIFIC AREAS OF THE WEBSITE MAY ALSO BE POSTED IN SUCH AREAS AND, TOGETHER WITH THESE TERMS AND CONDITIONS, GOVERN YOUR USE OF THOSE AREAS. THE WEBSITE IS FOR CONVENIENCE AND INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO CONVEY ADVICE OR RECOMMENDATIONS.

Privacy

KE may collect personal information through the Website. Your personal information will only be used for KE’s internal purposes, for the purposes for which it was collected and for purposes to which you have given your consent. KE’s collection, use and disclosure of your personal information is governed by its Privacy Policy.

Restriction on Use

Except for public domain material, all content and material on and/or forming part of the Website, including without limitation, all text, information, links, images, graphics, audio, animation, video, trade-marks, trade names and the design and arrangement thereof, and all source code and software (collectively referred to as the “Content”) are protected by copyright, trade-mark and/or other laws and are owned or controlled by KE or its licensors. All rights not expressly granted to you in this Agreement are reserved. The Content is provided to you for personal and non-commercial purposes only. Except as expressly provided herein, you agree not to reproduce, make derivative works of, distribute, republish, post, upload, transmit, communicate, sell, broadcast or otherwise make available any of the Content, including without limitation, by caching, framing, linking or similar means, without the prior written consent of KE. Unless otherwise indicated on the Website, you are permitted to download and print a single copy of any of the Content for your personal and non-commercial use only, provided that you maintain all copyright, trademark/trade-mark(s) and other proprietary notices. Reproduction of the Content for any purpose other than for your personal and non-commercial use violates these terms and conditions and KE’s intellectual property rights.

Prohibited Conduct

Prohibited conduct includes, without limitation:

(a) modifying, translating, reverse engineering, decompiling, disassembling the Website, the Content or any part thereof;

(b) renting, leasing, sublicensing or transferring any rights in the Website or the Content;

(c) removing any proprietary notices or labels on the Website or the Content;

(d) violating, plagiarizing or infringing on the rights of KE or any third party, including copyright, trade-mark, privacy, contractual or other personal or proprietary rights;

(e) any unauthorized use of the Content (including use on any other website or networked computer environment); and

(f) engaging in any conduct which KE, in its sole discretion, determines to be detrimental to its interests, including, without limitation, acting in a manner contrary to this Agreement, or intentionally interfering with the Website or KE’s computer systems. Engaging in prohibited conduct may subject you to civil liability and criminal prosecution under applicable laws.

Disclaimers

(a) No Warranties

THE WEBSITE AND THE CONTENT AND ANY PRODUCTS AND SERVICES DESCRIBED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW, KE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND IMPLIED WARRANTIES AND CONDITIONS ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE. KE DOES NOT WARRANT THAT THE WEBSITE OR ANY PRODUCTS OR SERVICES DESCRIBED THEREON WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. KE DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY OPINIONS, ADVICE, SERVICES, MERCHANDISE OR OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. IN NO EVENT WILL KE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE.

(b) Linked Sites

KE shall have no responsibility or liability to you in connection with third party websites accessible by links posted on the Website (“Linked Sites”). Access to Linked Sites is at your own risk and KE is not responsible for the availability, accuracy or reliability of the contents of any Linked Site or any link posted on a Linked Site. KE provides links to you only as a convenience, and the inclusion of a link does not imply endorsement of the Linked Site or any products, services, materials or statements contained or referred to thereon by KE.

Limitation of Liability

You agree that KE and its subsidiaries, affiliates, directors, officers, employees, representatives, licensors and licensees shall not be liable to you for any damages of any kind arising from your use of the Website, any products or services described thereon or any Linked Sites or your reliance on any Content. You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including, but not limited to, direct, indirect, special, incidental, consequential or punitive damages. In no event shall KE’s total liability to you for all damages, losses, and causes of action, whether in contract, tort (including but not limited to negligence) or otherwise, exceed the sum of ten dollars in USD funds.

Indemnity

You agree to indemnify, defend and hold harmless KE and its subsidiaries, affiliates, directors, officers, employees, representatives, licensors and licensees, from any damages, losses, costs and expenses (including reasonable legal fees), incurred in connection with any third party claim or demand alleging or based upon your breach of this Agreement or your violation of any law or the rights of such third party. KE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by KE.

Termination

KE may, in its sole discretion, terminate or suspend your access to all or part of the Website or the Content for any reason, including, without limitation, your breach of the Agreement or transmission of any unsolicited advertising materials.

Submissions

By submitting content, including without limitation, remarks, suggestions, ideas, graphics, or other information, to any area of the Website (collectively referred to as “Submissions”), you grant KE and its affiliates a royalty-free perpetual, irrevocable, transferable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, display and otherwise use such Submissions, in whole or in part, worldwide in all manner and media (whether now known or later developed). Without limiting the generality of the foregoing, KE will not be required to treat any Submission as confidential and will be entitled to use the Submissions, or any part thereof, for any commercial or other purposes whatsoever (including without limitation, product or advertising ideas) without compensation or liability to you or other persons submitting a Submission. You represent and warrant that you have, or the third party holder of the moral rights in your Submissions has, completely and effectively waived all such rights and that you have the lawful right and authority to grant the license granted herein. You also authorize any user of the Website to access, display, view, store and reproduce such content for personal use.

You agree not to submit, publish, transmit, display, disseminate or otherwise communicate any libelous, defamatory, inaccurate, abusive, threatening, offensive, infringing or illegal material while connected to or otherwise using the Website. Transmission of such material shall constitute a material breach of this Agreement. KE does not and cannot review every Submission posted by users and is not responsible for, nor does it endorse, such Submissions. You acknowledge that any Submission may be edited, removed, modified, published, transmitted and displayed by KE or the administrators of the Website, in their sole discretion. You acknowledge that you remain solely responsible for the content of your Submissions, including the legality, reliability, appropriateness and originality thereof.

Security

The servers hosting the Website are protected by sophisticated firewall hardware and software, and are physically located in secured facilities. You may be issued a user name and password (collectively, your “account”) in order to access certain sections of the Website and/or certain products and services available through the Website. You are responsible for maintaining the confidentiality of your account, and for all activities that occur through the use of your account. You agree to: (a) immediately notify KE of any unauthorized use of your account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. KE will not be liable for any loss or damage arising from your failure to comply with this section. You may be issued a new password or required to change your password from time to time.

Jurisdictional Issues

Access to the Website and the Content is not permitted where prohibited by law. If you choose to access the Website, you do so on your own initiative and are responsible for compliance with applicable laws.

General

This Agreement and your use of the Website shall be governed by the laws of the State of Nevada and the federal laws of the United States of America applicable therein. Any dispute arising under this Agreement shall be resolved exclusively by the courts located in Las Vegas in the State of Nevada. You agree not to bring any legal action against KE in any jurisdiction except the State of Nevada and you shall submit and consent to such jurisdiction. If any provision of this Agreement shall be deemed unlawful by a court of law, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement between you and KE in connection with your use of the Website. Your use of the Website is not intended and shall not be deemed to create any agency, joint venture or other legal relationship of any kind between you and KE other than that of independent contractors.

Updates and Amendments

KE reserves the right, at its sole discretion, to change, modify or amend this Agreement, or add or remove portions of the Website and any products and services described thereon, at any time and you agree to be bound by such changes, modifications, additions or deletions. The current version of this Agreement will be posted on the Website at all times. Please check back frequently to see any updates or changes to this Agreement. Your continued use of the Website following the posting of changes will constitute your agreement to be bound by such changes.

KE Lunch & Dinner Website

Privacy Policy

Thank you for visiting us online at kabobexpress.com. At The KABOB EXPRESS Corp. (“KE”), we strive to do everything we can to respect the trust customers have in our brand and our commitment to your privacy is no exception. We are committed to protecting and safeguarding consumer privacy on the Internet.

We strongly believe in protecting the privacy of the personal information that we obtain for business purposes about our customers, employees, franchisees, suppliers and the users of our website, chezKE.com. We value the trust that is placed on us to responsibly manage the personal information that we obtain. To that end, we have instituted policies and practices described below to ensure that the personal information we collect is handled in a responsible manner.

Our online privacy policy describes the types of personal information we may collect from you when you visit our website, how we use this information, and when we share it with third parties or our affiliated companies. By using our website, you consent to the collection and use of this information by KE.

Your Privacy Rights

In the United States, organizations engaged in the collection of personal information in the course of commercial activities must comply with the Personal Information Protection and Electronic Documents Act (the “Act”).

KE is responsible for the personal information we collect, use, maintain and disclose. To ensure this accountability, we have developed this policy, and trained our staff about our policies and practices.

What is “personal information?”

“Personal information” is any information that identifies you, or by which your identity could be deduced. It does not include your name, business address, business title, professional designation(s) or business telephone number.

Types of Personal Information We Collect and How It Is Used

KE gathers personal information, including home mailing addresses and email addresses, when voluntarily submitted by you. We use your personal information to communicate with you, to respond to your enquiries, to get your feedback on our websites and our products or to enter you in one of our contests or sweepstakes. Occasionally, with your permission, we will send you marketing information, such as discount coupons, information about new product offerings, etc. If you do not consent to receive such materials, we will not send them to you. If you tell us that you no longer wish to receive information from us, we will not send any further material.

Consent

In most cases, we shall ask you to provide explicit consent, if we collect, use, or disclose your personal information. Normally, we ask for your consent in writing, but in some circumstances, we may accept your verbal consent. Sometimes, your consent may be implied through your conduct with us, such as by providing us with your personal information on our website.

Disclosure of Personal Information

KE may share your personal information within the KE Family. The KE Family includes Kabob Express, its franchisees, subsidiaries and affiliates. Any use of this information by the KE Family will comply with this policy.

Third Parties may be engaged by KE to perform a variety of administrative functions, such as fulfilling orders, assisting with promotions and providing technical services for our web sites. These third parties may have access to your personal information if needed to perform such functions. However, these third parties may use such personal information for the purpose of performing such functions only and for no other purpose. These third parties will be bound by this privacy policy.

Except as expressly provided herein, KE does not sell, transfer or disclose personal information to third parties outside the KE Family. However, with your permission, we may, on occasion, send marketing information on behalf of one of our business partners about products or services they provide that may be of interest to you. You may be asked if you wish to receive marketing materials from KE’s business partners. If you elect to receive such materials, KE will send a mailing or email on behalf of the partners and will not share your personal information with such partners.

KE reserves the right to use or disclose any of your personal information as required or authorized by law, to protect the integrity of the website, to fulfill your requests, or to cooperate in any law enforcement investigation or an investigation on a matter of public safety.

Our Privacy Policy Regarding Children

KE is very sensitive to privacy issues. We are proud of our longtime commitment to our customers. We are especially careful in any communications with one of our most treasured customers - children. On our web sites, we offer many features, like games and coloring books, which do not require a child to provide any personal information. We may ask a child to provide an email address of a parent so we can notify the parent or seek consent. We will not collect more detailed information from a child 12 and younger, such as a postal address or a telephone number, without the consent of a parent or guardian. KE will not condition a child's participation in any online activity on the child's disclosure of more personal information than is reasonably necessary to participate in that activity.

Personal information collected from children is used solely by KE or other entities that provide technical, fulfillment or other services to KE. For example, such entities may provide services, such as improving our web sites, fulfilling requests or administering sweepstakes. This personal information is not sold or transferred to third parties.

We urge parents to regularly monitor and supervise their children's on-line activities.

Updating Your Information

You are in control of any personal information you provide to us online. If at any time, you would like to update or correct the personal information we have about you or if you would like to change your preferences for communications from us or on behalf of our business partners, you can let us know by contacting us at info@KabobExpress.com.

Access

You may ask for access to any personal information we hold about you. In order to review any personal information we have about you or to ask us to delete that information or to stop further use of the information, please contact us at info@KabobExpress.com.

Your rights to access your personal information are not absolute. We may deny access when:

denial of access is required or authorized by law;

when granting you access would have an unreasonable impact on other people’s privacy;

to protect our company’s rights and property; or where the request is frivolous or vexatious.

If we deny your request for access to, we shall explain why.

How long do you Keep my Personal Information?

We keep your personal information as long as is reasonably necessary for us to complete our dealings with you, or as may be required by law, whichever is longer.

Automatic Information

Automatic information is information that we collect automatically whenever you interact with this website such as your IP address, the type of computer you use, and the web browser you use. An IP address is a number assigned to your computer when you connect to the Internet. Each time you visit this site, our web server may automatically recognize and collect this information. Automatic information also includes "cookies" and "web beacons". "Cookies" are pieces of information that a web site transfers to an individual's hard drive for record-keeping purposes. Cookies allow the web site to remember important information that will make your use of the site more convenient. Like most web sites, KE uses cookies for a variety of purposes in order to improve your online experience. For example, we track the total number of visitors to our site on an anonymous aggregate basis. We may provide aggregated information to third parties, but these statistics do not include any identifiable personal information. [Note: Amend as required.] We may also employ cookies so that we remember you when you return to the site, to administer certain contests and sweepstakes and to help customize your KE web experience. We may associate personal information with a cookie file in those instances.

Use the options in your web browser if you do not wish to receive a cookie or if you wish to set your browser to notify you when you receive a cookie. Click on the "Help" section of your browser to learn how to change your cookie preferences. If you disable all cookies, you may not be able to take advantage of all the features of this web site.

"Web beacons", also known as clear GIFs or single-pixel GIFs, are small image files that we may place on web pages and within web-based email newsletters that we send. Working in conjunction with cookies, web beacons allow us to accurately count the number of unique users who have visited a specific page and the number of times those pages are displayed.

Security

KE protects against the loss, misuse, and alteration of personal information with security measures appropriate to the sensitivity of the information, including through the use of physical, organizational, and technological measures and appropriate training of employees.

KE may engage third party service providers to provide hosting, data storage and data retention services.  Either KE or such third party service provider may use servers for such purposes located in the U.S. or another foreign country. Your personal information may be processed and stored in USA or such other foreign country, and the governments, courts or law enforcement or regulatory agencies of that country may be able to obtain disclosure of personal information through the laws of the foreign country.

Opt-Out

When appropriate, you are given the opportunity to (i) opt-out of receiving communications from KE, (ii) remove your personal information from KE records, or (iii) elect to no longer receive services from KE. If you wish to opt-out of receiving further communications, please contact us using the contact information provided below.

Links to Other Sites

We may offer links to sites that are not operated by KE and which are not governed by our privacy policy. If you visit one of these linked sites, you should review their privacy and other policies. We are not responsible for the policies and practices of other companies, and any information you submit to those companies is subject to their privacy policies

Employment Inquiries

Although the Act does not apply to our employee information, we have elected to follow privacy “best practices” in this area. If you apply to KE, we need to consider your personal information, as part of our review process. We normally retain information from candidates after a decision has been made, unless you ask us not to retain the information. If we offer you a job, which you accept, the information will be retained with our privacy procedures for employee records.

Changes to our Privacy Policy

The information on this website and our privacy policy are subject to change from time to time. Any changes to our privacy policy and practices will be reflected on this page so that you can be aware of what information we collect and how we are using and/or disclosing it. We suggest that you check here periodically for the most up-to-date version of our privacy policy.

Thanks again for visiting our website and for placing your trust in KE, Kabob Express - Lunch and Dinner.