

Terms & Conditions

The following terms and conditions shall govern the services to customers provided by Brick Street BBQ from this web site (the "Site").

At Brick Street BBQ, we value our relationship with you. We have created this web site to serve you better, to offer you a way to improve accuracy of your delivered order, and to allow you a convenient way to create your order exactly the way you want it.

By using this Site, you acknowledge that you understand these Terms & Conditions, and that you accept them and agree to be legally bound by them. You should not use this Site if you have any objections to any of these Terms & Conditions.

Brick Street BBQ may revise these Terms & Conditions over time as new features are added to the Site or as Internet law and standards evolve. We will post those changes prominently, but we recommend that you read these Terms & Conditions each time you visit the Site.

1. Privacy Policy

Brick Street BBQ policy is to respect and protect the privacy of our users. Your confidence in us as a guardian of the information you provide is very important to us. Brick Street BBQ agrees to exercise reasonable precautions to maintain the confidentiality of information provided by you in connection with accessing this Site. Brick Street BBQ does not collect personal information about individuals from this Site except when specifically and knowingly provided by such individuals and will not sell, rent or trade personal information about our users to any third party. Notwithstanding the foregoing, Brick Street BBQ may disclose personal information in special cases: (1) when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be causing injury to or interfering with (either intentionally or unintentionally) Brick Street BBQ rights or property; (2) when, after good faith research, we believe that the law requires it; (3) to Brick Street BBQ sales and marketing personnel and its suppliers, business partners, regional managers and/or sales representatives as necessary to provide service or information to you that you have requested; and (4) in situations involving threats to the physical safety of any person.

When you give us your personal or corporate information (e.g. name, address, phone, fax, email, etc.), we will not sell, trade or give this information to any third party. The information about you will only be used to improve our relationship and service to you. Brick Street BBQ corporate policy is such that only a handful of trusted people have access to our customer information. When we do ask for information, it will be done in the spirit of improving our relationship with you.

If you "opt-in", we may periodically send you an email message to inform you of

specials and/or new items that hit the menu. If you do not want to receive email, we will respect your wishes. Just follow the "opt-out" described in Section 7 below.

2. Links

This Site may contain links to other sites. Brick Street BBQ is NOT responsible for the privacy practices or the content on other web sites. Brick Street BBQ does not disclose unique identifiers to those responsible for the linked sites. The linked sites, however, may collect personal information from you when you enter their site. This collecting of information is not subject to Brick Street BBQ's control. To ensure protection of your privacy, always review the privacy policies of the sites you visit when linking from this Site.

3. "Cookies"

You should be aware that non-personal information and data may be automatically collected on the Site through the use of "cookies." "Cookies" are small text files (no larger than 4k) stored as text on a computer hard drive. Web sites can use cookies to recognize repeat visitors, facilitate the visitor's ongoing access to and use of the site, and allow a site to track usage behavior and compile aggregate data that will allow content improvements. "Cookies" are not programs that come onto a visitor's system and damage files. The use of "cookies" is common in the Internet industry, and many major web sites use them to provide useful features to their customers. Generally, "cookies" work by assigning a unique number to the visitor that has no meaning outside the assigning site. If a visitor does not want information collected through the use of "cookies", there is a simple procedure in most browsers that allows the visitor to deny or accept the cookie feature. Brick Street BBQ uses "cookie" technology only to obtain non-personal information from online visitors in order to improve their online experience and facilitate their visit within the Site.

4. Our Commitment to Children's Privacy

Protecting the privacy of the very young is especially important. We do not collect or maintain information at the Site from persons we know to be under age 13, and no part of our Site is designed to attract anyone under age 13. Please do not communicate with or contact us if you are under age 13.

5. How You Can Review or Correct Your Personal Information

You may log on to this web site and access your current information under the "My Profile" menu selection. You may edit or remove addresses on file, update your name or telephone numbers, change your email address, opt-in or opt-out for email communications or change your password.

Alternately you can contact Brick Street BBQ at brickstreetbbq@yahoo.com to ask if we are keeping personal information about you. If we do have personal information about you, we will provide you with a readable copy of such personal information at

no charge. Factual errors in your personal information, including out-of-date information, can be corrected by sending us a request that credibly shows our error.

6. Opt-Out Procedure

You may always opt-out of receiving communications from us and/or from our receiving or maintaining your personal information (**such as your name, address and/or other contact information if you order from us**). To remove any personal information from our database or to not receive future communications from Brick Street BBQ, send an email message to: brickstreetbbq@yahoo.com with the word "remove" in the subject line.

7. Orders

Payments for orders from this Site vary based on location. For additional information of acceptable forms of payment, please contact your local deli. Payments via credit card are subject to the approval of the financial institution issuing the credit card. Brick Street BBQ shall not be liable in any way if any financial institution refuses to accept or honor your credit card for any reason. Each time you order you agree that Brick Street BBQ is authorized to charge your designated account for the applicable rate or price published on the Site.

Online orders are not binding on Brick Street BBQ. Brick Street BBQ may amend, adjust or cancel orders at any time in accordance with current pricing. Delivery may be conditioned on a minimum order, and delivery charges may vary by location.

8. Disclaimers and Limitation of Liabilities and Warranties

BRICK STREET BBQ SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES WHICH MAY RESULT FROM ORDERING A PRODUCT. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. BRICK STREET BBQ MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS.

9. Intellectual Property - Limitation of Liability

Brick Street BBQ respects the intellectual property of others, and we ask visitors to the Site to do the same. If you believe that your work has been used in a way that constitutes copyright infringement, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to Brick Street BBQ

designated Copyright Agent:

- (1) Identification of the copyrighted work(s) that you claim has been infringed;
- (2) Identification of where the material that you claim to be infringing is located on the Site;
- (3) A statement that you have a good faith belief that use of the disputed material is not authorized by the copyright owner, its agent, or the law;
- (4) A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner of an exclusive copyright that is allegedly infringed or are authorized to act on the copyright owner's behalf;
- (5) Your address, telephone number, and email address; a

10. Copyright & Permissions

You may make single copies of material displayed on the Site for your own personal and noncommercial use, provided all copies include the copyright and other notices displayed with the materials on the Site.

You may not download, transmit, copy or otherwise make available any material from the Site, including any text or images, for public or commercial use, without Brick Street BBQ's prior written permission: you also may not distribute, transmit, publicly display, publicly perform, reproduce, publish, license, modify, rewrite, create derivative works from, transfer or sell any material contained on the Brick Street BBQ's Site without our prior written permission.

None of the material contained on the Site (including all software, HTML code and other code) may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo-reproduction, recordation or otherwise), resold or redistributed without the prior written permission of Brick Street BBQ.

Brick Street BBQ has adopted a policy of terminating services to users who willfully and/or repeatedly infringe.

For further information regarding permission to use material or data, please contact us. We can be reached by email at: brickstreetbbq@yahoo.com

11. Trademarks

You agree not to display or otherwise use any of Brick Street BBQ's trademarks, service marks or logos, including the marks and logos that are displayed on this Site, in any manner without our prior written permission.

12. Applicable Laws and Jurisdictional Issues

This Site shall be governed by the laws of the State of Texas without giving effect to

any conflicts of laws or choice of laws principles. You consent to the jurisdiction of the federal and state courts presiding in the State of Texas and you agree to accept service of process by mail. You hereby waive any and all jurisdictional and venue defenses that might otherwise be available.

13. Headings

The headings of each of these Terms & Conditions are for convenience of reference only. Such headings shall be ignored in the interpretation or construction of any of these Terms & Conditions.

14. No Assignment

You may not assign your rights or obligations under this Agreement without the prior written consent of Brick Street BBQ.

15. Invalidity of Provisions

In the event that any portion of these Terms and Conditions is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention and the remainder of the provisions shall remain in full force and effect.

16. No Waiver

Brick Street BBQ's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right.

17. Complete Understanding

These Terms and Conditions constitute the entire understanding between Brick Street BBQ and you with respect to ordering products from the Site.

BY USING THE SITE YOU SIGNIFY YOUR ASSENT TO THESE TERMS & CONDITIONS AND ANY SUBSEQUENT MODIFICATIONS. AS A CONDITION OF YOUR USE OF THE SITE, YOU WARRANT THAT YOU WILL NOT USE THE SITE FOR ANY PURPOSE THAT IS UNLAWFUL.

For more information about Brick Street BBQ or if you have any questions about our Terms & Conditions, please contact us:

Email brickstreetbbq@yahoo.com

We'll be happy to answer your questions or hear your concerns.