

Tari Terms of Use

Last Updated: 10 January 2024

Thank you for your interest in Alicorp USA LLC (“**Tari**”, “**us**”, “**we**”, “**our**”) and our website at www.tarisauce.us, along with any related content, functionality, and services provided by us (collectively, the “**Website**”). These terms of use, including our privacy policy at <https://tarisauce.us/sites/default/files/privacy-policy.pdf> (together, these “**Terms**”) form a legally binding contract between you and Tari regarding your use of the Website.

PLEASE READ THE FOLLOWING TERMS CAREFULLY

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU ARE NOT ELIGIBLE, OR YOU DO NOT AGREE TO THESE TERMS AND OUR PRIVACY POLICY, THEN YOU DO NOT HAVE OUR PERMISSION TO ACCESS OR USE THE WEBSITE; PROMPTLY EXIT THIS WEBSITE.

- 1. Changes to these Terms.** We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website after posting. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. Please check this page from time to time so you are aware of any changes, as they are binding on you.
- 2. Changes to the Website.** We reserve the right to withdraw or modify this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.
- 3. Limited License Grant.** Subject to your complete and ongoing compliance with these Terms, Tari grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to use and access the Website for your own personal use. Tari does not permit any other use of the Website. Tari reserves all rights in and to the Website not expressly granted to you under these Terms.
- 4. Restrictions.** You may not directly or indirectly: (a) reverse engineer, decompile, deconstruct, or attempt to derive the source code of the Website; (b) reproduce, distribute, publicly perform, or create derivative works of the Website; (c) use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website; (d) use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Website, deep-link to any feature or content on the Website, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website; (e) violate any applicable law, rule, or regulation; or (f) attempt to do, or encourage others to do, any of the foregoing.
- 5. Additional Terms & Conditions.** When you purchase a service or other product offering from us you may be required to agree to and accept additional terms and conditions specific to that offering (“**Additional Terms**”). If there is a conflict between these Terms and the Additional Terms, the Additional Terms will prevail and apply.

6. Ownership. The Website is owned and operated by Tari. We or our licensors own and retain all right, title and interest, including intellectual property rights, in and to the Website and any trademarks, logos, or service marks displayed on the Website ("**Marks**"). The Website and Marks are protected by U.S. and international intellectual property laws and treaties. Except as expressly authorized by these Terms or otherwise by Tari in writing, you may not make use of the Website or Marks. The contents of the Website, including without limitation all data, files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Website ("**Content**") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized by these Terms or otherwise approved in writing by Tari.

7. User Information. We may make available functionality on the Website (e.g., a "Contact Us" form) that allows you to submit information about yourself and your company ("**User Information**") in order for us to contact or otherwise provide you and/or your company with information about our products and services. By submitting User Information, you hereby grant Tari a non-exclusive, royalty-free, sublicensable, transferrable, worldwide, perpetual, and irrevocable right and license to use, analyze, and process your User Information as necessary to contact you and/or your company and provide the services and products you request. You retain ownership of all copyrights in your User Information. You represent and warrant to us that all User Information is your own and that you have the right to share that User Information without infringing any intellectual property right or right of publicity or privacy of any other person or entity. For information on how we store, collect, and process User Information, please see our privacy policy at <https://tarisauce.us/sites/default/files/privacy-policy.pdf> ("**Privacy Policy**").

8. Third-Party Services. We make no representations or warranties whatsoever about any third-party services, software, products, or websites, which you may access through the Website (each a "**Third-Party Service**"). When you access a Third-Party Service, you acknowledge and agree that it is independent from Tari, and that we have no control over the content on that Third-Party Service. In addition, a link to a Third-Party Service does not mean that we endorse or accept any responsibility for the content, or the use, of that Third-Party Service. We are not responsible or liable, directly or indirectly, for any damages or loss caused to you by your use of any Third-Party Service. Additionally, please be aware that once you navigate away from the Website, these Terms will no longer govern.

9. Termination.

a. **Termination.** If you violate any provision of these Terms, then your authorization to access the Website and these Terms automatically terminate. In addition, Tari may, at its sole discretion, terminate these your authorization to use the Website and these Terms effective immediately at any time and for any or no reason, with or without notice, and without any further liability to you arising from that termination.

b. **Effect of Termination.** Upon any termination of these Terms: (i) your rights to use and access the Website and all other license rights granted in these Terms will immediately terminate and you must immediately cease use of the Website; and (ii) the following Sections will survive: 4, 5, 6, 7, 8, 9.b, and 10 - 16. You are solely responsible for retaining copies of any User Information that you transmit to Tari through the Website.

10. Feedback. Tari may provide you with the opportunity to provide feedback, suggestions, requests, comments, and ideas about the Website, Tari, and our product and services (collectively, "**Feedback**"). If

you provide any Feedback, you hereby grant to Tari a worldwide, perpetual, royalty-free, fully transferable, sublicensable, irrevocable right to exploit that Feedback in any manner for any purpose. We will have no obligation to provide you with any attribution for any Feedback you provide.

11. Privacy Policy. You agree that all information you provide to us on or through this Website or otherwise, including, but not limited to, through the use of any “Contact Us” or other interactive features on the Website, is governed by our Privacy Policy at <https://tarisauce.us/sites/default/files/privacy-policy.pdf>, and you consent to all actions we take with respect to your information that is consistent with our Privacy Policy.

12. Indemnification. You agree to defend and indemnify Tari and its managers, members, officers, employees, consultants, and agents from and against every claim brought by a third-party and all resulting damages, costs, expenses (including reasonable attorneys’ fees), and judgments, arising out of or connected with: (a) your breach of these Terms; (b) your violation of any applicable law or regulation; and (c) any dispute between you and a third-party in connection with the Website. Tari reserves the right to assume control of defense of any claim under this Section 12 (without limitation of your indemnification obligations).

13. DISCLAIMER OF WARRANTIES. THE WEBSITE AND ALL INFORMATION AND CONTENT OFFERED THROUGH THE WEBSITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT USING THE WEBSITE WILL ACHIEVE ANY PARTICULAR RESULT FOR YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

14. LIMITATIONS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TARI BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF TARI TO YOU WITH RESPECT TO YOUR USE OF THE WEBSITE OR OTHERWISE RELATING TO THESE TERMS IS \$500.

15. Governing Law. All claims and disputes arising from the use of the Website are governed exclusively by the laws of Florida, without regard to conflicts of laws principals. You agree and hereby submits to the exclusive personal jurisdiction and venue of the courts located in Miami-Dade county, Florida for the resolution of any lawsuit or court proceeding permitted under these Terms.

16. General Terms.

a. Entire Agreement. These Terms, together with the Privacy Policy and any Additional Terms, are the entire agreement between you and Tari concerning the subject matter of these Terms and your use of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

b. No Assignment. You may not assign your rights under these Terms, in whole or in part, to any third-party.

c. Waiver. The failure to require performance of any particular provision of these Terms will not waive our right to require performance at any later time. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, that provision will be eliminated or limited to the minimum extent so that the remaining provisions of the Terms will continue in full force and effect.

d. No International Use. The Website is not intended for users outside of the United States. Access to the Website from countries where access to the Website would be considered unlawful is prohibited.

e. Contacting Us. If you have any questions or concerns about the Website or these Terms, you may contact us by e-mail at **tarisauce-support@alicorp.com.pe**, or write to us at:

Alicorp USA LLC
80 SW 8th Street, Suite 2900
Miami, Florida 33130