

Terms and Conditions

Our restaurant (Clos Bistro and Cafe) and its affiliates provide their services to you subject to the following notices, terms, and conditions.

1. General

We have the right at any time to change or discontinue any aspect or feature of this site, including, without limitation, our menu, pricing, content, and hours of availability.

2. Pricing

The information pertaining to price, product specifications and availability included on this site has been provided by us. Although we try to ensure that the prices marketed on this site are the same, prices and product availability may change, especially if you select a delivery or pickup date that is different from the date when you placed your order.

In addition, though every attempt is made to ensure price accuracy, discrepancies can occur. In the event that your checkout price and the current advertised price on this site are different, you could be subject to the current price in our store. We will notify you under these circumstances. Please note that while we intended to confirm the accuracy of information posted on this site, mistakes can be made as a result of inaccurate reporting of accurate information or accurately reporting inaccurate information. We do not make any representations as to the timeliness, accuracy, reliability or completeness of any of the information contained on this site or on those sites to which we offer links. Of course, if you become aware that our site contains inaccurate information, please let us know by contacting us.

3. Methods of Payment

By selecting CASH, CREDIT CARD, or another payment method and submitting your order, you understand that you are committed to fulfilling that order by providing us with full required payment on your pickup or delivery date. If you do not provide us with required payment on time or you input an invalid or fake order, you will be liable for any or all incidental or consequential damages that arise.

By selecting CREDIT CARD as a method of payment, you understand that you are authorized to use the credit card presented as a method of payment. Before the purchase of any goods or services on our site, you must provide us with a valid credit card number and associated payment information which includes the following: (a) your name as it appears on the card, (b) credit card number, (c) credit card type, (d)

expiration date, and (e) any activation numbers or security codes required for processing. If we did not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand to us. The final charges on your credit card may be different than those stated on the website.

4. Return Policy

Please choose carefully. Ordered food that is already made may be subject to no refund. If you receive food that is incorrectly made, please contact us within 24 hours for an exchange, refund or credit. All exchange, refund or credit requests will be subject to our sole discretion.

5. Restrictions on Use

A. This site contains copyrighted material (under our country's copyrighted laws), trademarks and other proprietary information, which includes, without limitation, text, software, photos, video, graphics, music and sound. You are prohibited from editing, publishing, transmitting, displaying, participating in the transfer or sale, creating derivative works, or in any way exploiting any content on this site entirely or partially. Unless permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission from us, the copyright owner, and our software licensor. In the event of any permitted copying, redistribution or publication of copyrighted material, no altering or deletion of author attribution, trademark legend or copyright notice shall be made. You agree that you do not obtain any ownership rights by downloading copyrighted material. B. You are not allowed to utilize data mining, robots, or any other data gathering or extraction software. You are not authorized to extract or copy any account information for the benefit of merchant(s). You are not allowed to download (except page caching), copy or alter any material on this site. You are not authorized to distribute or commercialize any content on this site, including any collection of product lists, descriptions, or prices. You are not authorized to implement any derivative use of this site or its contents. No parts of this site may be duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose. You are not allowed to frame or use framing methods to contain any trademark, logo, or other proprietary information (which includes images, text, page layout, or form) of this site. You may not incorporate meta tags or any other "hidden text" that include our name or trademarks.

C. We grant you a limited, revocable, and nonexclusive right to create a hyperlink to our home page only if the link does not portray us, our affiliates, or their products or services in a false, misleading, derogatory, or offensive manner. You may not use our logo or other proprietary graphic or trademark as part of the link.

6. Disclaimer of Warranty and Limitation of Liability

A. You agree that the use of this site is at your own risk. Our store, its affiliates, respective employees, agents, third party content providers and licensors cannot warrant that the site will be uninterrupted or error free. We also do not provide any warranty as to the results that may be obtained from the use of this site, or as to the accuracy or reliability of any information, service, or merchandise included with this site. B. The site is provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Additionally, there are no warranties as to the results obtained from the use of this site.

C. This disclaimer of liability pertains to any damages or injury resulting from any performance failure, mistakes, omission, inaccuracy, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of this site, whether for breach of contract, tortious behavior (including strict liability), negligence, or under any other cause of action. In no event will we, or any person or entity involved in creating, producing or distributing the site or the content included therein be liable in contract, in tort (including for its own negligence), or under any other legal theory (including strict liability) for any damages, including, without limitation, direct, indirect, incidental, special, punitive, consequential or similar damages, including, without limitation, lost profits or revenues, loss of use or similar economic loss, arising out of the use or inability to use this site. You hereby acknowledge that the provisions of this section shall apply to all use and content of this site. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall our total liability to you for all damages, loss and causes of action whether in contract, tort (including its own negligence) or under any other legal theory (including strict liability) exceed the amount paid by you, if any, for accessing this site.

7. E-mails

By registering or placing an order with us, you are consenting to receive emails, maybe commercial, from us regarding your registration or order. If you do not wish to receive emails from us, you may remove your name from our email list by contacting us.

8. Indemnification

You agree to defend, indemnify and hold harmless our store, software licensor, its affiliates, respective directors, officers, employees and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including attorneys’ fees) arising out of or relating to your use of the site.

9. Trademarks

Our store trade name, trademark, and logo appearing on this site are trademarks of us and our affiliates respectively. All other trademarks included on this site are the property of their respective owners.

10. Age Restriction

Online ordering and customer registration for online ordering are directed toward and designed for use by persons aged 13 or older. We do not establish or maintain registrations for any child whom we know to be under the age of 13. We do not solicit or knowingly collect personally identifiable information from children under the age of 13. If you are purchasing alcohol online, you must be at least 21 years of age. You will be required to show a government issued photo ID upon arrival in order to provide proof of age.

11. Third Party Content

We are not responsible for the accuracy or reliability of any opinion or statement made on this site by anyone unless it is by our authorized employee spokesperson(s).

12. Changed Terms

We own the right at any time to modify the terms and conditions of this site, or any part thereof, or to implementing new conditions, including, without limitation, additional fees and charges for service. Such modifications, additions, or deletions will be effective immediately with notice, which may be instituted by methods including, but not limited to, site postings, or by electronic or traditional mail, or by other methods. Any use of the site after such notice shall be deemed to constitute acceptance of such changes, modifications, additions, or deletions.

13. Miscellaneous

These terms of use constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.