



## **La Marea Terms of Use (Effective February 1, 2021)**

Please read these Terms of Use (“Terms”) carefully before using the <https://www.lamareact.com/> (the “Site”) owned and operated by Sogno Speranza, d/b/a La Marea, located at 732 Middlesex Turnpike, Old Saybrook, CT 06475 (“La Marea”). These Terms, along with the La Marea Privacy Policy, apply to all individuals (“you”, “your” or “user”) who use or access the Site.

**By accessing or using the Site you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access the Site.**

### **Content**

This Site and the materials provided herein (“Content”) are intended to provide and share information on La Marea including but not limited to La Marea’s Restaurant operations and curbside pick-up; and Go Mangia, La Marea’s Authentic Italian Cuisine To-Go (“Go Mangia”).

### **Intellectual Property Rights**

This Site is owned and managed by La Marea. All right, title and interest to intellectual property, and Content contained on this Site, including the La Marea name and logo and the Go Mangia name and logo (with the Content collectively “La Marea IP”) is owned by La Marea. You are granted a limited license, only, subject to restrictions outlined under these Terms, for purposes of viewing and accessing the La Marea IP contained on this Site.

### **Restrictions**

You are expressly prohibited from: (a) publishing any La Marea IP in any media without the express written consent of La Marea; (b) selling, sublicensing and/or otherwise commercializing any La Marea IP; (c) using this Site in any way that is, or may be damaging to this Site; (d) using this Site in any way that impacts user access to this Site; (e) using this Site contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Site, any person or business entity; (f) engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Site or while using the Site; (g) using this Site to engage in any marketing or advertising purposes.

### **Links To Other Websites**

This Site may contain links to third-party websites or services that are not owned or controlled by La Marea and are owned and operated by third-party websites or services (“Linked Sites”). La Marea has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Linked Sites. You further acknowledge and agree that La Marea shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such Linked Sites.

## **Warranties and Limitation of Liability**

This Site is provided “as is”, and La Marea makes no express or implied representations or warranties of any kind related to the Site or Content. Nothing contained herein shall be construed as providing any type of advice to you. In no event shall La Marea be liable to you for anything arising out of or in any way connected with your use of the Site whether such liability is under contract, tort or otherwise and La Marea shall not be liable for any indirect, consequential, or special liability arising out of or in any way related to your use of the Site. You hereby indemnify La Marea from and against any and all liabilities, costs, demands, causes of action, damages, and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of these Terms.

## **Severability**

If any provision of these Terms is found to be unenforceable or invalid under, any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid; and such provisions shall be stricken from these Terms leaving the remaining Terms in full force and effect.

## **Changes**

La Marea reserves the right, at our sole discretion, to modify or replace these Terms at any time. Please check and back and review these Terms often. Any changes will be effective as of the new Effective Date posted on these Terms.

## **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Connecticut, and you submit to the non-exclusive jurisdiction of the state and federal courts located in CT.

## **Questions**

If you have questions regarding these Terms, please contact La Marea via email at [lamareaoldsaybrook@gmail.com](mailto:lamareaoldsaybrook@gmail.com).