

Terms and Conditions

Updated on 2024-02-15

General Terms

By accessing and placing an order with Golden Bites, you confirm that you agree to and are subject to the terms of service contained in the Terms and Conditions described below. These terms apply to the entire website and to any email or other communication between you and Golden Bites.

Under no circumstances shall Golden Bites Team be liable for any direct, indirect, special, incidental, or consequential damages, including, without limitation, lost data or profits arising out of the use of, or the inability to use, the materials on this site, even if Golden Bites Team or an authorized representative has been advised of the possibility of such damages. If your use of materials on this site results in the need for servicing, repair or correction of equipment or data, you assume the costs thereof.

Golden Bites will not be liable for any results that may occur during the course of using our resources. We reserve the right to change prices and revise the resource usage policy at any time.

License

Golden Bites grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Platform strictly in accordance with the terms of this Agreement.

These Terms and Conditions are a contract between you and Golden Bites (referred to in these Terms and Conditions as "Golden Bites", "we", "us", or "our"), the provider of the Golden Bites website and the services accessible from the Golden Bites website (which are collectively referred to in these Terms and Conditions as the "Golden Bites Service").

You agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, do not use the Golden Bites Service. In these Terms and Conditions, "you" refers to both you as an individual and the entity you represent. If you violate any of these Terms and Conditions, we reserve the right to terminate your account or block access to your account without notice.



Definitions and key terms

To help explain things as clearly as possible in these Terms and Conditions, whenever reference is made to any of these terms, they are strictly defined as:

-**Cookie:** small amount of data generated by a website and stored by your web browser. It is used to identify your browser, provide analytics, remember information about you, such as your language preference or login information.

-**Company:** when these Terms and Conditions mention "Company", "we", "us", "us" or "our", it refers to Setas Doradas SAS (Km 1 Vía Tenjo - La Punta Tenjo, Cundinamarca, Colombia), which is responsible for your information under these Terms and Conditions.

-**Platform:** Golden Bites' Internet website, web application or public-facing digital application.

-**Country:** where Golden Bites or the owners/founders of Golden Bites are located, in this case it is Colombia.

-**Device:** any device connected to the Internet, such as a phone, tablet, computer or any other device that can be used to visit Golden Bites and use the Services.

-**Service:** refers to the service provided by Golden Bites as described in the relative terms (if available) and on this platform.

-**Third parties:** refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we believe may be of interest to you.

-**Website:** the Golden Bites website, which can be accessed through this URL: <https://goldenbites.com.co/>

-**You:** a person or entity that is registered with Golden Bites to use the Services.

Restrictions

You agree not to do so and will not allow others to do so:

-License, sell, rent, lease, assign, distribute, transmit, host, subcontract, disclose or commercially exploit the platform or make the platform available to third parties.

-Modify, perform derivative works, disassemble, decrypt, reverse compile or reverse engineer any part of the platform.

-Delete, alter or obscure any proprietary notices (including any copyright or



trademark notices) of its affiliates, partners, suppliers or platform licensors.

Return and Refund Policy

Thank you for shopping at Golden Bites. We appreciate the fact that you enjoy buying the things we build. We also want to make sure you have a rewarding experience as you browse, evaluate and purchase our products.

As with any shopping experience, there are terms and conditions that apply to transactions at Golden Bites. We will be as brief as our lawyers allow. The main thing to remember is that by placing an order or making a purchase at Golden Bites, you agree to the terms along with the Golden Bites Privacy Policy.

If for any reason you are not completely satisfied with any of the goods or services we provide, please feel free to contact us and we will discuss any of the problems you are experiencing with our product.

Your suggestions

Any, comments, ideas, improvements or suggestions (collectively, "Suggestions") that you provide to Golden Bites with respect to the Platform shall remain the sole and exclusive property of Golden Bites.

Golden Bites shall be free to use, copy, modify, publish or redistribute the Suggestions for any purpose and in any manner without any credit or compensation to you.

Your consent

We have updated our Terms and Conditions to provide you with full transparency about what is stated when you visit our site and how it is used. By using our platform, registering an account or making a purchase, you hereby agree to our Terms and Conditions.

Links to other Web Sites



These Terms and Conditions apply only to the Services. The Services may contain links to other websites that Golden Bites does not operate or control. We are not responsible for the content, accuracy or opinions expressed on such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms and Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, are subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

Cookies

Golden Bites uses "cookies" to identify the areas of our website that you have visited. A cookie is a small piece of data that your web browser stores on your computer or mobile device. We use cookies to improve the performance and functionality of our platform, but they are not essential to its use. However, without these cookies, certain features, such as videos, may not be available or you may be asked to enter your login details each time you visit the platform, as we would not be able to remember that you were previously logged in. Most web browsers can be set to disable the use of cookies. However, if you disable cookies, you may not be able to access the functionality of our website properly or at all. We never place personally identifiable information in cookies.

Changes to our Terms and Conditions

You acknowledge and agree that Golden Bites may discontinue providing (permanently or temporarily) the Service (or any features within the Service) to you or to users generally, in Golden Bites' sole discretion, without notice to you. You may stop using the Service at any time. You do not need to specifically inform Golden Bites when you stop using the Service. You acknowledge and agree that if Golden Bites disables access to your account, you may not be able to access the Service, your account details or any files or other material contained in your account.

If we decide to change our Terms and Conditions, we will post those changes on this page and/or update the Terms and Conditions modification date below.



Modifications to our platform

Golden Bites reserves the right to modify, suspend or discontinue, temporarily or permanently, the platform or any service to which you connect, with or without notice and without liability to you.

Upgrades to our platform

Golden Bites may, from time to time, provide enhancements to the features / functionality of the Platform, which may include patches, bug fixes, updates, upgrades, enhancements and other modifications ("Updates").

Updates may modify or remove certain features and/or functionality of the Platform. You agree that Golden Bites has no obligation to (i) provide Updates, or (ii) continue to provide you with or enable particular features and/or functionality of the Platform.

You further agree that all Upgrades (i) shall be considered an integral part of the Platform and (ii) shall be subject to the terms and conditions of this Agreement.

Third Party Services

We may display, include or make available third party content (including data, information, applications and other product services) or provide links to third party websites or services ("Third Party Services").

You acknowledge and agree that Golden Bites shall not be responsible or liable for any Third Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Golden Bites neither assumes nor shall have any obligation or liability to you or any other person or entity for any Third Party Services.

Third Party Services and links thereto are provided solely for your convenience and are accessed and used by you entirely at your own risk and subject to the terms and conditions of such third parties.



Duration and Termination

This Agreement will remain in effect until terminated by either you or Golden Bites.

Golden Bites may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without notice.

This Agreement will terminate immediately, without notice from Golden Bites, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Platform and all copies of this Agreement from your computer.

Upon termination of this Agreement, you must stop using the Platform and delete all copies of the Platform from your computer.

The termination of this Agreement shall not limit any of Golden Bites' rights or remedies at law or in equity in the event of a breach by you (during the term of this Agreement) of any of your obligations under this Agreement.

Notice of Copyright Infringement

If you are a copyright owner or the agent of such copyright owner and believe that any material on our platform constitutes infringement of your copyright, please contact us and provide the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number and an email address; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) a statement that the information in the notification is accurate and, under penalty of perjury, you are authorized to act on the owner's behalf.

Indemnification

You agree to indemnify and hold Golden Bites and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if applicable) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your:



(a) use of the Platform; (b) violation of this Agreement or any law or regulation; or (c) violation of any rights of any third party.

No guarantees

The Platform is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the fullest extent permitted by applicable law, Golden Bites, on its own behalf and on behalf of its affiliates and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the platform, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise from course of dealing, course of performance, usage or trade practice. Without limiting the foregoing, Golden Bites makes no warranty or commitment, and makes no representation of any kind that the platform will meet your requirements, achieve its intended results, be compatible or work with any other software, websites, systems or services, operate without interruption, meet performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Golden Bites nor any supplier of Golden Bites makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the platform, or the information, content and materials or products included therein; (ii) that the platform will be uninterrupted or error-free; (iii) as to the accuracy, reliability or currency of any information or content provided through the platform; or (iv) that the platform, its servers, content or emails sent from or on behalf of Golden Bites are free of viruses, scripts, Trojan horses, worms, malware, time bombs or other harmful components.

Some jurisdictions do not allow the exclusion or limitations of implied warranties or limitations on a consumer's statutory rights, so some or all of the above exclusions and limitations may not apply to you.

Limitation of Liability

Notwithstanding any damages you may incur, the aggregate liability of Golden Bites and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for



the Platform.

To the fullest extent permitted by applicable law, in no event shall Golden Bites or its suppliers be liable for any special, incidental, indirect or consequential damages of any kind (including, without limitation, damages for lost profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising in any way related to the use of or inability to use the Platform, third party software and/or - third party hardware used with the Platform, or otherwise in connection with any provision of this Agreement), even if Golden Bites or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Divisibility

If any provision of this Agreement is held to be unenforceable or invalid, such provision shall be changed and interpreted to achieve the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices posted by Golden Bites on the Services, shall constitute the entire agreement between you and Golden Bites with respect to the Services. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Golden Bites' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right. or provision. YOU AND Golden Bites AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION IS ENACTED. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Disclaimer



Except as provided herein, failure to exercise a right or require performance of an obligation under this Agreement shall not affect the ability of a party to exercise such right or require such performance at any time thereafter, nor shall it constitute a waiver of a breach. any subsequent breach.

No failure to exercise, or delay in exercising, by either party, any right or power under this Agreement shall operate as a waiver of that right or power. Nor shall the single or partial exercise of any right or power under this Agreement preclude the further exercise of that or any other right granted herein. In the event of any conflict between this Agreement and any purchase or other applicable terms, the terms of this Agreement shall govern.

Amendments to this Agreement

Golden Bites reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice before the new terms become effective. What constitutes a material change will be determined in our sole discretion.

If you continue to access or use our platform after the revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Golden Bites.

Full agreement

The Agreement constitutes the entire agreement between you and Golden Bites with respect to your use of the Platform and supersedes all prior and contemporaneous written or oral agreements between you and Golden Bites.

You may be subject to additional terms and conditions that apply when you use or purchase other Golden Bites services, which Golden Bites will provide to you at the time of such use or purchase.

Updates to our Terms

We may change our Service and our policies, and we may need to make changes to



these Terms to accurately reflect our Service and our policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they become effective. Thereafter, if you continue to use the Service, you will be bound by the updated Terms. If you do not wish to accept these or any of the updated Terms, you may delete your account.

Intellectual Property

The website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Golden Bites, its licensors or other providers of such material and are protected by Colombia and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of Golden Bites, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

Arbitration Agreement

This section applies to any dispute, EXCEPT THAT IT DOES NOT INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE REMEDIES WITH RESPECT TO THE ENFORCEMENT OR VALIDITY OF YOUR OR Golden Bites' INTELLECTUAL PROPERTY RIGHTS. "Dispute" shall mean any dispute, action or other controversy between you and Golden Bites relating to the Services or this Agreement, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. "Dispute" shall have the broadest possible meaning permitted by law.

Notice of Dispute

In the event of a dispute, either you or Golden Bites must give the other a Notice of Dispute, which is a written statement setting forth the name, address and contact information of the party providing it, the facts giving rise to the dispute and the relief requested. You should send any Notice of Dispute by email to: {{email}}. Golden Bites will mail any Dispute Notice to you at your address if we have one, or otherwise to



your email address. You and Golden Bites will attempt to resolve any dispute by informal negotiation within sixty (60) days from the date the Dispute Notice is sent. After sixty (60) days, either you or Golden Bites may commence arbitration.

Mandatory Arbitration

If you and Golden Bites do not resolve any dispute through informal negotiation, any other efforts to resolve the dispute will be conducted exclusively through binding arbitration as described in this section. You are giving up the right to litigate (or participate as a party or class member) all disputes in court before a judge or jury. The dispute will be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Either party may seek interim or preliminary injunctive relief from any court of competent jurisdiction as necessary to protect the rights or property of the parties pending completion of the arbitration. Any and all legal, accounting and other costs, fees and expenses incurred by the prevailing party shall be borne by the unsuccessful party.

Shipping and Privacy

In the event that you submit or post ideas, creative suggestions, designs, photographs, information, advertisements, data, or proposals, including ideas for new or improved products, services, features, technologies, or promotions, you expressly agree that such submissions will be made automatically. will be treated as non-confidential and non-proprietary and will become the sole property of Golden Bites without any compensation or credit to you. Golden Bites and its affiliates shall have no obligations with respect to such submissions or postings and may use the ideas contained in such submissions or postings for any purpose in any medium in perpetuity, including, but not limited to developing, manufacturing, and marketing products and services using such ideas.

Promotions

Golden Bites may, from time to time, include contests, promotions, sweepstakes or other activities ("Promotions") that require you to submit material or information about yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as age and geographic location



restrictions. You are responsible for reading all Promotions rules to determine whether or not you are eligible to participate. If you participate in any Promotion, you agree to comply with all Promotion Rules.

Additional terms and conditions may apply to purchases of goods or services through the Services, which terms and conditions are made a part of this Agreement by this reference.

Typographical Errors

In the event that a product and/or service is listed at an incorrect price or with incorrect information due to a typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any order, whether or not it has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we will immediately issue a credit to your credit card account or other payment account in the amount of the charge.

Diverse

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions shall continue in full force and effect. Any waiver of any provision of these Terms and Conditions shall be effective only if in writing and signed by an authorized representative of Golden Bites. Golden Bites shall be entitled to injunctive or other equitable relief (without the obligation to post any bond or security) in the event of any anticipatory breach by you. Golden Bites operates and controls the Golden Bites Service from its offices in Colombia. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, persons who choose to access the Golden Bites Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, to the extent local laws are applicable. These Terms and Conditions (which include and incorporate the Golden Bites Privacy Policy) contain the entire understanding and supersede all prior understandings between you and Golden Bites with respect to their subject matter, and you may not change or modify them. The section titles used in this Agreement are for convenience only and shall not be given any legal import.



Disclaimer of Liability

Golden Bites is not responsible for any content, code or any other inaccuracies.

Golden Bites offers no guarantees.

In no event shall Golden Bites be liable for any special, direct, indirect, consequential or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the content of the Service. Golden Bites reserves the right to make additions, deletions or modifications to the content of the Service at any time without notice.

The Golden Bites Service and its content are provided "as is" and "as available" without any warranties or representations of any kind, either express or implied. Golden Bites is a distributor and not a publisher of content provided by third parties; as such, Golden Bites exercises no editorial control over such content and makes no warranties or representations as to the accuracy, reliability or currency of any information, content, service or merchandise provided or accessible through the Golden Bites Service. Without limiting the foregoing, Golden Bites specifically disclaims all warranties and representations in any content transmitted in connection with the Golden Bites Service or on sites that may appear as links on the Golden Bites Service, or on products provided as part of or in connection with the Golden Bites Service, including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information provided by Golden Bites or any of its affiliates, employees, officers, directors, agents or the like shall create a warranty. Pricing and availability information is subject to change without notice. Without limiting the foregoing, Golden Bites does not warrant that the Golden Bites Service will be uninterrupted, uncorrupted, timely or error-free.

Contact us at

Please do not hesitate to contact us if you have any questions.

Through e-mail: comercial@setasdoradas.com

-Through the telephone number: 3142398635



-Through this link: <https://goldenbites.com.co/>

-Through this address: Km 1 Vía Tenjo - La Punta Tenjo, Cundinamarca, Colombia

