Terms of Use

Bashas' Inc. (“Bashas’”) provides all information on this website (the “Site”) subject to the following Terms & Conditions (“Terms”).

Please read these Terms carefully before using this Site. Your use of this Site in any manner binds you to these Terms. These Terms are effective unless and until terminated by Bashas’. If you do not agree with any of these terms and conditions, do not use this Site. By using our website, you certify that you are 18 years of age or older. If you are under the age of 18 but at least 13 years of age you may use our Web site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

Bashas’ reserves the right, at any time, to modify, amend, alter, or update these Terms without notice to you. By continuing to use our website following such modifications, amendments, alterations, or updates, you agree to be bound by such modifications, amendments, alterations, or updates. Therefore, you should periodically visit this page to review our most current Terms.

Please note that certain products or services or other Bashas’ websites may be governed by separate or additional policies or terms (e.g., Cooking School, Gift Cards or Floral Delivery) and you also will be subject to such special terms. In the event of a conflict between these Terms and any special term, the more specific term shall apply.

Tampering with the Site, misrepresenting the identity of a user, and conducting fraudulent activities on the site are prohibited.

Privacy Notice

Please review our Privacy Policy, which governs your visit to this Site to understand our privacy practices.

Copyrights and Trademarks

Unless otherwise noted, all content on this Site constitutes copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Bashas’ or by third parties who have licensed their materials to Bashas’ and are protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on this Site is the exclusive property of Bashas’ and is also protected by U.S. and international copyright laws.
The Bashas’ name and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Bashas’. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner.

**Site Security**

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mailbombing” or “crashing;” (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Bashas’ will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from www.bashas.com on this Site and other than generally available third-party web browsers (e.g., Chrome or Microsoft Explorer).

**Your Account**

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Bashas’ does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the Site only with involvement of a parent or guardian. Bashas’ reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion.
Monitoring

Bashas' reserves the right, but not the obligation, to monitor areas of our Site electronically. Bashas’ further reserves the right to disclose any content, records, or electronic communication of any kind if we are required to do so by any law, regulation, or court order, or if such disclosure is necessary or appropriate to operate the Site or to protect Bashas’ rights or property, or the rights of the other website users, or our partners, affiliates, sponsors, providers, licensors, or merchants.

Products and Services

Products and promotions posted on this Site, or those sent to customers by personalized e-mail, are good only for the dates indicated. Offers, promotions, and sweepstakes offered through the Site may not be available in the Bashas’ store. Likewise, offers, promotions, and sweepstakes offered in the Bashas’ store may not be available through the Site. Certain services and/or programs may not be available at all locations. Bashas’ attempts to be as accurate as possible in describing products and services. However, Bashas’ does not warrant that product descriptions or other content of this site are accurate, complete, reliable, current, or error free.

Errors on Our Website

Bashas’ makes reasonable efforts to ensure that the information on this Site is accurate, current, and complete. However, there may be instances when information about a Bashas’ product contains inaccurate or incomplete information, such as information about the product pricing or availability. Bashas’ does not warrant or guarantee that the information in this Site is error-free, complete, or current. Bashas’ reserves the right to correct errors and/or to update the content or information on this Site at any time without notice.

Personal Information

Any information you disclose to us (through an online form, email response, etc.) becomes the sole property of Bashas’. For questions about how we use this information, please review our Privacy Policy.

Consent to Email Communication

When you visit the Site or send an email to us, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by email or by posting notices on the Site.
Submissions, Comments, Feedback

Bashas’ welcomes and encourages your comments, critiques, and suggestions. You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or submissions to Bashas’ or postings on this site are non-confidential (subject to our privacy policy) and that you remain solely responsible and liable for your submissions. All submissions sent to the Site shall be and remain the exclusive property of Bashas’. Your submissions and comments shall constitute an assignment to Bashas’ of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in the submissions and comments. Further, Bashas’ shall be free to use, with no compensation to you, any ideas, concepts, know-how, techniques or methodologies contained in such comments or feedback for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products and/or services incorporating such feedback and comments. You are solely responsible for the content of any messages and/or images you submit and agree to not submit materials that are unlawful, defamatory, abusive, or obscene. Bashas’ assumes no liability for any content submitted by you.

Disclaimer and Limit of Liability

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, Bashas’ IS NOT RESPONSIBLE FOR THE CONSEQUENCES OF OR RELIANCE ON ANY Bashas’ STORE OR THIRD-PARTY CONTENT CONTAINED IN OR INFORMATION SUBMITTED TO THE SITE, OR SERVICES OBTAINED THROUGH THE SITE, AND THE RISK OF DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. THE SITE, CONTENT AND SERVICES ARE PROVIDED “AS IS” WITHOUT ANY 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 OF A THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. YOU AGREE THAT Bashas’ SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF THE SERVICES PROVIDED AT OR THROUGH THE SITE) ARISING OUT OF USE OR INABILITY TO USE OF THE SITE, SERVICES OR CONTENT, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED AT THE SITE, OR SERVICES OBTAINED THROUGH THE SITE, EVEN IF Bashas’ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF Bashas’
(WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ASSOCIATED WITH ANY CLAIM ARISING FROM THE SITE FOR ANY REASON WHATSOEVER SHALL BE LIMITED TO THE COST OF ACCESSING THE SITE, IF ANY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY TO SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS, THEY MAY NOT APPLY TO YOU, AND YOU MAY HAVE CERTAIN ADDITIONAL RIGHTS.

**Indemnity**

You agree to defend, indemnify and hold Bashas’ harmless from any and all claims, proceedings, damages, injuries, liabilities losses, costs and expenses (including reasonable attorneys’ fees and litigation expenses) relating to or arising from your use of the Site, services or content.

**Applicable Law, Disputes**

You agree that the laws of the State of Arizona, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and Bashas’. Any action or proceeding arising out of or related to these Terms or your use of this Site must be brought in the state or federal courts of Maricopa County, Arizona and you consent to the exclusive personal jurisdiction of such courts.

**Contact Us**

Simply send us an email at bashascustomerservice@bashas.com

*Effective 11/22/2021*