



Legal

Terms of Service

Effective: May 6, 2026 · Updated: May 6, 2026 · Operator: Frankie Quiroz LLC

1. Acceptance of These Terms

These Terms of Service (these “**Terms**”) form a binding legal agreement between you (“**you**” or “**your**”) and Frankie Quiroz LLC, a Wyoming limited liability company (“**Quiroz Enterprise**,” “**we**,” “**our**,” or “**us**”), governing your access to and use of the website located at <https://quirozenterprise.com> and any related subdomains, pages, features, mobile applications (including any iOS or Android application that loads the Site or its content through a native wrapper such as Apache Cordova or Capacitor), application-programming interfaces, and content we make available through that website or such wrappers (collectively, the “**Site**”).

By accessing or using the Site in any manner, you (i) acknowledge that you have read, understood, and agree to be bound by these Terms and our [Privacy Policy](#), [Cookie Statement](#), [Disclaimer](#), [DMCA Notice and Takedown Policy](#), [Acceptable Use Policy](#), and [Accessibility Statement](#), each of which is incorporated by reference, and (ii) represent that you are at least eighteen (18) years of age and have the legal capacity to enter into a binding contract under the laws of the United States and your state, province, or country of residence. **If you do not agree, do not access or use the Site.**

PLEASE READ SECTION 14 (DISPUTE RESOLUTION; ARBITRATION; CLASS-ACTION WAIVER) CAREFULLY. IT REQUIRES YOU AND US TO RESOLVE MOST DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, WAIVES YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR JURY TRIAL, AND IMPOSES STRUCTURED PROCEDURES FOR COORDINATED OR MASS-FILING SCENARIOS, EXCEPT AS EXPRESSLY PROVIDED. YOU MAY OPT OUT OF ARBITRATION WITHIN THIRTY (30) DAYS OF FIRST ACCEPTING THESE TERMS USING THE PROCEDURE IN SECTION 14.7.

If you are a parent or legal guardian assisting a minor, the minor may not use the Site; the Site is intended for an adult, professional audience as further described in Section 4. We do not knowingly direct the Site at, or knowingly permit access by, persons under the age of eighteen (18).

2. Description of the Site and Services

The Site is operated by Frankie Quiroz LLC as a corporate identity, editorial, and informational property for the Quiroz Enterprise holding-company structure and its operating brands. The Site presents company information, founder background, brand-portfolio descriptions, editorial articles, press references, and contact channels.

The Site is **not** an e-commerce property, an investment-offering document, or a regulated financial-services platform. The Site does not, on its own, sell goods or services to the public. Where operating brands within the Quiroz Enterprise portfolio offer products or services, those offerings are made through separate websites, separate legal entities, and separate terms of service that govern that relationship. Nothing on the Site shall be construed as an offer or solicitation by Frankie Quiroz LLC for any such product or service, an offer to sell or a solicitation of an offer to buy any security, or the formation of any agency, partnership, joint venture, fiduciary, employment, franchise, or similar relationship.

From time to time, the Site may include access to optional features such as a member sign-in modal, an editorial or institutional briefing list, a contact form, a press inquiry channel, a wholesale inquiry channel, or other communication tools. We may modify, suspend, or discontinue any feature of the Site, in whole or in part, at any time, with or without notice. We are not liable to you or to any third party for any such modification, suspension, or discontinuation.

Beta and Preview Features. We may from time to time make available features identified as “beta,” “preview,” “early access,” or similar designations (collectively, “**Beta Features**”). Beta Features are provided for testing and feedback purposes, may contain bugs or errors, may be subject to additional terms presented at the point of access, and may be modified or removed at any time without notice. Beta Features are provided *as is* and without any warranty whatsoever.

3. Intellectual Property; License to You

All content available on the Site — including text, photographs, illustrations, audio, video, data compilations, page layout, source code, look and feel, trademarks, service marks, trade names, trade dress, and logos (collectively, the “**Content**”) — is the property of Frankie Quiroz LLC, its licensors, or its operating affiliates, and is protected by United States and international copyright, trademark, trade-dress, and other intellectual-property laws, including the U.S. Copyright Act, 17 U.S.C. § 101 *et seq.*, and the Lanham Act, 15 U.S.C. § 1051 *et seq.*

Subject to your continued compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and view the Content on the Site for your personal, non-commercial, informational use only. This license does not include, and you shall not (and shall not permit any third party to): (a) reproduce, distribute, publicly display, publicly perform, modify, translate, or create derivative works of any Content; (b) use any Content for commercial purposes, including, without limitation, training, fine-

tuning, validating, evaluating, retrieval-augmenting, or otherwise developing any artificial-intelligence model, large-language model, generative model, machine-learning system, or any other automated system; (c) reverse engineer, decompile, or disassemble any portion of the Site or its underlying code, except to the extent that applicable law expressly permits such activity notwithstanding this restriction; (d) use any data-mining, robot, scraper, spider, web-crawler, or similar automated data-gathering or extraction tool on the Site, or aggregate, copy, or duplicate any Content; (e) frame, mirror, deep-link to, or otherwise present the Site or the Content in a manner that creates a likelihood of confusion as to source, sponsorship, or affiliation; or (f) remove, obscure, or alter any proprietary notice, copyright legend, trademark symbol, watermark, or attribution.

Reservation of Rights for Text-and-Data-Mining and AI Training. Frankie Quiroz LLC expressly reserves all rights in the Content against use as training, fine-tuning, validation, evaluation, retrieval-augmentation, or grounding data for any artificial-intelligence or machine-learning system, including reservations contemplated by Article 4 of the European Union Directive 2019/790 on Copyright in the Digital Single Market. The reservation in the preceding sentence is signaled in machine-readable form via this notice and via the Site's robots.txt file. No license is granted to crawl, copy, ingest, or otherwise process the Content for any of those purposes, whether by a human-operated tool or an automated system.

All rights not expressly granted in these Terms are reserved by Frankie Quiroz LLC and its licensors.

4. Eligibility; Adult Audience; Account-Like Features

The Site is intended for use by adult, professional audiences. By accessing or using the Site, you represent and warrant that: (a) you are at least eighteen (18) years of age (or, if older in your jurisdiction, the age of majority); (b) you have the legal capacity and authority to enter into these Terms; (c) you are not barred

from receiving services under U.S. law or the laws of any other applicable jurisdiction (including the U.S. Treasury Department's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List); and (d) your use of the Site will comply with these Terms and with all applicable laws and regulations.

The Site offers an optional "**Member Sign-In**" modal, which is an invitation-only access mechanism that may collect your email address and an invitation code. As of the Effective Date, the Member Sign-In modal is a front-end placeholder and does not provision an account, store credentials, or grant access to any non-public area of the Site; if and when it begins to do so, additional terms specific to that functionality will be presented and must be accepted before any account is created. You are responsible for maintaining the confidentiality of any invitation code or credentials we issue to you and for all activity that occurs under your account or device, except as otherwise required by applicable law.

If you submit information about another person (such as listing a colleague's contact information when making a press or partnership inquiry), you represent and warrant that you have the authority to submit that information for that purpose and to permit us to use it as described in our [Privacy Policy](#).

5. User Conduct; Acceptable Use

You agree to use the Site only for lawful purposes and in a manner consistent with these Terms and our [Acceptable Use Policy](#), which is incorporated by reference. Without limiting the generality of the foregoing, you shall not, and shall not attempt to:

- Violate any applicable law, regulation, or third-party right;
- Submit any content that is unlawful, defamatory, infringing, fraudulent, threatening, harassing, obscene, hateful, or otherwise objectionable;
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity;

- Interfere with, disrupt, or attempt to compromise the security or integrity of the Site, our servers, our networks, or any system connected to the Site, or violate the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, or any analogous law;
- Probe, scan, or test the vulnerability of any system or network without our prior written authorization (good-faith responsible-disclosure security research, conducted in accordance with industry-standard ethical practices and reported promptly to legal@quirozenterprise.com, is not a violation of this clause);
- Circumvent, disable, or otherwise interfere with security-related features of the Site or features that enforce limitations on use of the Content, or violate the anti-circumvention provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 1201;
- Use the Site to send unsolicited commercial communications, spam, chain letters, pyramid schemes, or any communication that violates the CAN-SPAM Act, 15 U.S.C. § 7701 *et seq.*, the Telephone Consumer Protection Act, 47 U.S.C. § 227, or analogous law;
- Collect or harvest any personally identifiable information from the Site, except as expressly permitted by us;
- Use any device, software, or routine that interferes with the proper working of the Site, or take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or
- Use the Site, or any Content available through the Site, to develop, train, evaluate, fine-tune, retrieval-augment, or otherwise improve any artificial-intelligence model, large-language model, or other machine-learning system, except where we have granted that right in writing.

We reserve the right, but undertake no obligation, to monitor or review activity on the Site, to investigate suspected violations of these Terms or the Acceptable Use Policy, and to take appropriate action, including, without limitation, restricting or terminating your access to the Site and reporting suspected unlawful activity to law-enforcement authorities.

6. Third-Party Links and Services

The Site may contain links to third-party websites, applications, services, advertisements, or resources, including websites operated by separate operating companies within the Quiroz Enterprise brand portfolio (each, a **“Third-Party Service”**). Each operating brand within the portfolio is a separate legal entity with its own terms of service and privacy policy that govern your interactions with that brand.

We do not control any Third-Party Service, and we do not endorse or assume any responsibility for the availability, content, products, services, advertising, terms, privacy practices, or any other aspect of any Third-Party Service. Your access to and use of any Third-Party Service is solely at your own risk and is governed solely by the terms and policies of the applicable third party. **You release Frankie Quiroz LLC from any and all liability arising from your use of any Third-Party Service.**

7. Mobile Applications and Apple-Specific Terms

If we make a mobile-application version of the Site available (an **“App”**) — whether distributed through Apple Inc.’s App Store, made available for direct or sideloaded installation through services such as AltStore or AltStore PAL, made available through Google Play, or made available through any other distribution channel — the following terms apply in addition to the rest of these Terms:

7.1 Apple End-User License Agreement Pass-Through

If you obtain the App from Apple’s App Store, you and Frankie Quiroz LLC acknowledge that these Terms are concluded between you and Frankie Quiroz LLC only, and not with Apple Inc., and that Frankie Quiroz LLC, not Apple, is solely responsible for the App and its content. To the extent these Terms are inconsistent with the Apple Media Services Terms and Conditions or Apple’s standard end-user license agreement for licensed applications (collectively, **“Apple EULA”**), the more restrictive terms shall control to the limited extent

required to comply with the Apple EULA, and the remainder of these Terms shall remain in full force and effect. Specifically:

- **Scope of License.** The license granted to you for the App is limited to a non-transferable license to use the App on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the App may also be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.
- **Maintenance and Support.** Frankie Quiroz LLC, not Apple, is solely responsible for providing any maintenance and support services with respect to the App, as specified in these Terms or as required by applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- **Warranty.** Frankie Quiroz LLC, not Apple, is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty that has not been effectively disclaimed, you may notify Apple, and Apple will refund the purchase price (if any) for the App to you, and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. As between Frankie Quiroz LLC and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Frankie Quiroz LLC.
- **Product Claims.** Frankie Quiroz LLC, not Apple, is responsible for addressing any claims by you or any third party relating to the App or your use of the App, including, but not limited to: (i) product-liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer-protection, privacy, or similar legislation, including in connection with the App's use of the HealthKit and HomeKit frameworks (if any).

- **Intellectual Property Rights.** In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual-property rights, Frankie Quiroz LLC, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual-property infringement claim.
- **Legal Compliance.** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Third-Party Beneficiary.** You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as they apply to your license of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

7.2 Sideloaded via AltStore or Direct Distribution

If you obtain the App through a non-App-Store channel (for example, sideloading via AltStore, AltStore PAL, or installing from a direct distribution link with a free or paid Apple ID developer profile), you acknowledge that (a) your use of the App remains subject to these Terms, (b) Apple is not a party to these Terms and has no obligations or liability in connection with the App, and (c) the App is not reviewed, certified, or supported by Apple. Frankie Quiroz LLC remains solely responsible for the App in that distribution channel.

7.3 Other Mobile-Distribution Channels

If you obtain the App through Google Play, the Microsoft Store, or any other distribution channel, the same allocation of responsibility set forth in Sections 7.1 and 7.2 applies, substituting the operator of the relevant store or channel for Apple. The third-party-beneficiary clause in Section 7.1 does not apply to those operators unless their distribution agreements specifically require it.

8. Artificial Intelligence and Automated Systems

The Site, and certain operating-brand customer-service channels operated by Quiroz Enterprise affiliates, may use artificial-intelligence and machine-learning systems to draft, edit, summarize, classify, route, translate, or otherwise produce or process content (collectively, “**AI Outputs**”). For example, certain editorial articles published in the Site’s “**Insights**” section may be drafted with the assistance of large-language models, edited by humans, and published with editorial oversight; certain affiliated customer-service messaging channels may classify inbound messages or generate suggested replies using third-party AI providers.

By using the Site, you acknowledge and agree that:

- **AI Outputs are provided *as is*.** AI Outputs may contain errors, hallucinations, omissions, or out-of-date information. AI Outputs are not advice of any kind (legal, financial, tax, medical, or otherwise) and are not a substitute for professional judgment. See our [Disclaimer](#) for additional limitations applicable to AI Outputs.
- **Humans remain in the loop.** Material editorial decisions, customer-service outcomes, and any commitments or representations on behalf of Quiroz Enterprise require human review and authorization. AI Outputs alone do not bind Frankie Quiroz LLC.
- **Trademarks, citations, and attributions remain real.** Where the Site references third-party trademarks, persons, publications, or events, those references reflect actual third parties (not synthetic or fabricated entities), even if the surrounding prose is partially AI-assisted.
- **You will not over-rely on AI Outputs.** You will independently verify any factual claim that you intend to rely upon for a material purpose. We expressly disclaim any duty to monitor, correct, or update AI Outputs in real time.
- **Inputs you provide may be processed.** If you submit a question, message, or other text through the Site or through an affiliated channel, that text may be processed by third-party AI providers (such as Anthropic, PBC, the operator

of the Claude family of models). Such processing is governed by our [Privacy Policy](#) and the applicable provider's data-protection commitments.

9. User-Submitted Content

Where the Site invites you to submit information or content (for example, through a contact form, a press inquiry, an editorial-list signup, or a partnership inquiry), the following terms apply to that submission (your "**Submission**"):

- **License to Use.** You grant Frankie Quiroz LLC a worldwide, non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, sublicensable, and transferable license to host, store, reproduce, modify, create derivative works of, publish, perform, display, distribute, and otherwise use the Submission for the purposes for which it was submitted (for example, to respond to your inquiry, to operate and improve the Site, and to maintain records consistent with our retention policies). This license does not change your ownership of the Submission.
- **Representations.** You represent and warrant that the Submission is your original work or that you have all rights necessary to grant the license above; that the Submission does not infringe or violate any third-party intellectual-property right, privacy right, publicity right, or contractual right; and that the Submission complies with applicable law and these Terms.
- **No Confidentiality.** Unless we have entered into a separate written non-disclosure agreement with you, you should not transmit any confidential or proprietary information through the Site. Submissions are not treated as confidential by default.
- **Feedback.** If you provide feedback, suggestions, or ideas about the Site or our operations (collectively, "**Feedback**"), you grant us an unrestricted, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use, modify, and exploit the Feedback for any purpose, without compensation or attribution.

10. Disclaimers; No Warranty

THE SITE AND THE CONTENT ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE"**, WITH ALL FAULTS AND **WITHOUT WARRANTY OF ANY KIND**, EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FRANKIE QUIROZ LLC, ITS AFFILIATES, AND ITS LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT (a) THE SITE WILL MEET YOUR REQUIREMENTS, (b) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, (c) THE INFORMATION ON THE SITE IS ACCURATE, RELIABLE, COMPLETE, OR CURRENT, OR (d) ANY DEFECT IN THE SITE WILL BE CORRECTED. ANY CONTENT OBTAINED THROUGH THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR ACCESS TO THE SITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU IN FULL. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN THESE TERMS LIMITS RIGHTS YOU MAY HAVE UNDER THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT, CAL. CIV. CODE § 1750 *ET SEQ.*, OR OTHER NON-WAIVABLE CONSUMER-PROTECTION LAW.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FRANKIE QUIROZ LLC, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE SHALL NOT EXCEED THE GREATER OF (a) ONE HUNDRED U.S. DOLLARS (US\$100.00) OR (b) THE AMOUNT YOU HAVE PAID TO US, IF ANY, IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES; IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION 11 ARE A FUNDAMENTAL ELEMENT OF THE BARGAIN BETWEEN YOU AND US AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

12. Indemnification

You agree to defend, indemnify, and hold harmless Frankie Quiroz LLC, its affiliates, and its and their respective officers, directors, members, managers, employees, agents, licensors, and suppliers (the "**Indemnitees**") from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, and expenses (including reasonable attorneys' fees and disbursements) arising out of or relating to: (a) your access to or use of the Site or the Content; (b) your violation of these Terms or the Acceptable Use Policy; (c) your violation of any law or regulation or any right of any third party (including any intellectual-

property, privacy, or publicity right); (d) any Submission you provide to the Site; or (e) your willful misconduct or gross negligence. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You shall not settle any matter that imposes any obligation on, or admits any fault by, any Indemnitee without our prior written consent.

13. Privacy; Data Protection

Our collection and use of personal information in connection with the Site is described in our [Privacy Policy](#) and our [Cookie Statement](#), each of which is incorporated by reference into these Terms. If you are a California resident, the Privacy Policy describes your rights under the California Consumer Privacy Act, as amended by the California Privacy Rights Act, Cal. Civ. Code § 1798.100 *et seq.* If you are located in the European Economic Area, the United Kingdom, or Switzerland, the Privacy Policy describes your rights under Regulation (EU) 2016/679 (GDPR) and the UK General Data Protection Regulation. By using the Site, you acknowledge that you have read those policies.

14. Dispute Resolution; Arbitration; Class-Action Waiver

READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT, YOUR RIGHT TO A JURY TRIAL, AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

14.1 Informal Resolution

Before initiating any formal dispute, the party raising the dispute will provide the other party with a written notice describing the dispute and the relief sought (a “**Notice of Dispute**”). A Notice of Dispute to us shall be sent to: *Frankie Quiroz LLC, Attn: Legal — Notice of Dispute, 30 N Gould St, Suite R, Sheridan, Wyoming*

82801, with a copy to legal@quirozenterprise.com. A Notice of Dispute from us to you will be sent to the most recent contact information we have for you. The Notice of Dispute must include: (i) your name, address, email address, and phone number; (ii) a description of the nature and basis of the dispute; and (iii) the specific relief sought, with calculation. The parties will attempt in good faith to resolve the dispute through informal negotiation for at least **thirty (30) days** after the Notice of Dispute is received. Only after that period may either party initiate arbitration. Compliance with this Section 14.1 is a condition precedent to filing a Demand for Arbitration.

14.2 Binding Individual Arbitration

If the parties are unable to resolve the dispute through informal negotiation, then any dispute, claim, or controversy arising out of or relating to these Terms or the Site (a "**Dispute**") shall be resolved by **binding individual arbitration** administered by the American Arbitration Association ("**AAA**") under the AAA Consumer Arbitration Rules, which are available at www.adr.org (the "**AAA Rules**"). The arbitration shall be conducted by a single neutral arbitrator. The seat of the arbitration shall be in the **State of California**; the arbitrator may, however, conduct hearings by telephone or videoconference, or in writing, at the request of a party. The arbitrator shall have exclusive authority to resolve all disputes regarding the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or part of these Terms is void or voidable, except that questions concerning the validity, scope, or enforceability of the class-action waiver in Section 14.3 shall be decided by a court of competent jurisdiction. The arbitrator's award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, governs the interpretation and enforcement of this arbitration agreement.

14.3 Class-Action and Jury Waiver

YOU AND FRANKIE QUIROZ LLC EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE,

CONSOLIDATED, OR REPRESENTATIVE ACTION (INCLUDING, WITHOUT LIMITATION, ANY ACTION UNDER THE PRIVATE ATTORNEY GENERAL ACT TO THE FULLEST EXTENT PERMITTED BY LAW). The arbitrator may award relief only on an individual basis, and may not consolidate more than one person's claims or preside over any form of class, collective, consolidated, or representative proceeding. If a court of competent jurisdiction determines that this class-action waiver is unenforceable with respect to a particular claim or remedy, then that claim or remedy (and only that claim or remedy) shall be severed from arbitration and brought in court, and the remainder of the Dispute shall proceed in arbitration.

14.4 Mass-Arbitration Safeguard

If fifty (50) or more substantially similar Demands for Arbitration against Frankie Quiroz LLC are filed by or with the assistance, coordination, or financing of the same counsel, the same law firm, the same group of coordinated firms, or the same litigation funder within a one-hundred-twenty (120)-day period (the "**Coordinated Filings**"), the parties shall cooperate with the AAA to administer the Coordinated Filings in batches of fifty (50) (each, a "**Bellwether Batch**") as follows:

1. The first Bellwether Batch shall comprise twenty-five (25) Coordinated Filings selected by the claimants' counsel and twenty-five (25) selected by Frankie Quiroz LLC. The remaining Coordinated Filings shall be stayed pending resolution of the Bellwether Batch and the mediation described below.
2. The Bellwether Batch shall proceed to arbitration on an expedited schedule. AAA filing fees and arbitrator compensation for the Bellwether Batch shall be allocated as required by the AAA Rules.
3. Within thirty (30) days after the conclusion of the Bellwether Batch (defined as the issuance of the final award in the last-decided of the fifty (50) arbitrations in that batch), the parties shall engage in a good-faith mediation regarding the stayed Coordinated Filings. The mediation shall last no fewer

than thirty (30) days unless the parties jointly agree to a shorter period. The fees of the mediator shall be borne equally.

4. Only after the mediation concludes without resolution may a subsequent Bellwether Batch of fifty (50) Coordinated Filings be selected and administered in the same manner. This batching protocol shall continue until all Coordinated Filings are resolved.
5. The applicable statutes of limitation, statutes of repose, and any other deadlines shall be tolled for all Coordinated Filings during this process. Nothing in this Section 14.4 shall be construed to authorize a class, collective, or consolidated proceeding in violation of the waiver in Section 14.3.

The structure described in this Section 14.4 is intended to comply with applicable mass-arbitration law as developed by federal courts in California and elsewhere, while preserving meaningful individual access to dispute resolution. If the AAA declines to administer Coordinated Filings under this protocol, the parties shall cooperate to select an alternative neutral administrator (such as JAMS or NAM) that will administer the Coordinated Filings under materially similar rules.

14.5 Carve-Outs

Notwithstanding anything to the contrary in this Section 14, either party may bring an individual action in small-claims court of competent jurisdiction for any Dispute that qualifies for that court's jurisdiction (in California, this includes claims of natural persons up to the maximum permitted by Cal. Code Civ. Proc. § 116.221 and claims of business entities up to the lower limit prescribed by that section), and either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its **intellectual-property rights** (including, without limitation, copyrights, trademarks, trade dress, trade secrets, and patents). Filing such an action shall not be deemed a waiver of any other right under this Section 14. The carve-out for small-claims actions reflects the policy underlying the California Code of Civil Procedure's small-claims provisions at § 116.110 *et seq.*

14.6 Confidentiality of Arbitration

Except to the extent necessary to confirm, vacate, or enforce an award, to comply with applicable law or court order, or to satisfy a regulatory disclosure obligation, the parties shall maintain the confidentiality of the arbitration proceedings and any award. This Section 14.6 does not preclude a party from communicating with witnesses, experts, or counsel as necessary to prepare for or participate in the arbitration.

14.7 Right to Opt Out of Arbitration

You may opt out of the arbitration agreement set forth in this Section 14. To do so, you must send written notice of your decision to opt out to *Frankie Quiroz LLC, Attn: Legal — Arbitration Opt-Out, 30 N Gould St, Suite R, Sheridan, Wyoming 82801*, with a copy to legal@quirozenterprise.com, within **thirty (30) days** of the date that you first accept these Terms. Your notice must include your full legal name, mailing address, email address, and a clear, unambiguous statement that you wish to opt out of the arbitration agreement set forth in Section 14 of the Quiroz Enterprise Terms of Service. The opt-out is effective only if it is received by Frankie Quiroz LLC at one of those addresses within the thirty (30)-day period. If you opt out of the arbitration agreement in a timely manner, you and we will resolve any Dispute in the courts identified in Section 16. Opting out of the arbitration agreement does not affect the other provisions of these Terms, including the class-action and jury waiver in Section 14.3 (which continues to apply in court to the maximum extent permitted by law) or any other section.

14.8 Survival; Severability of Arbitration Clauses

This Section 14 shall survive the termination of these Terms and your relationship with us. If any portion of this Section 14 (other than the class-action waiver in Section 14.3) is found to be invalid or unenforceable, that portion shall be severed and the remainder of this Section 14 shall continue in full force and effect. If the class-action waiver in Section 14.3 is found to be invalid or unenforceable in a particular case, then the entirety of this Section 14 shall be

null and void as to that case, and the parties shall proceed in court under Section 16.

15. Modifications to These Terms

We may modify these Terms from time to time. The most current version will always be posted at this URL, with the “Effective Date” updated to reflect the date of the most recent revision. Modifications are effective upon posting unless we provide a different effective date for material changes. **Material changes** — including any change to Section 14 (Dispute Resolution) that increases your obligations or limits your rights — will be communicated to you by reasonable means, which may include posting a notice on the Site for thirty (30) days. If you do not agree to a material change, you may opt out of the change with respect to your existing rights and obligations by ceasing to use the Site before the change becomes effective; your continued access to or use of the Site after the change becomes effective constitutes your acceptance of the modified Terms.

16. Governing Law and Venue

These Terms and any dispute or claim arising out of or relating to these Terms or the Site (including any non-contractual dispute or claim) shall be governed by and construed in accordance with the laws of the **State of California**, without regard to its conflict-of-laws rules, except to the extent that the laws of the United States (including the Federal Arbitration Act, the Copyright Act, the Lanham Act, and other federal laws) apply.

Subject to Section 14 (Dispute Resolution), and only for disputes that are not subject to arbitration under Section 14 or for which a party has properly opted out of arbitration, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in **San Bernardino County or Los Angeles County, California**, and each party irrevocably waives any objection to the laying of venue in those courts on any ground, including *forum non conveniens*. The parties’ selection of California as the governing law and venue is reasonable in

light of the location of Quiroz Enterprise's operations and the integrated nature of its California-based commerce.

17. Termination

We may suspend, restrict, or terminate your access to the Site at any time, with or without notice, for any reason or no reason, including, without limitation, any actual or suspected violation of these Terms, the Acceptable Use Policy, or applicable law. You may terminate these Terms at any time by ceasing to use the Site. Upon termination, all rights and licenses granted to you under these Terms will immediately terminate. Sections 3 (Intellectual Property), 6 (Third-Party Links), 7 (Mobile Applications) (to the extent applicable), 8 (Artificial Intelligence), 9 (User-Submitted Content), 10 (Disclaimers), 11 (Limitation of Liability), 12 (Indemnification), 13 (Privacy), 14 (Dispute Resolution), 16 (Governing Law and Venue), and 18 (General) will survive any termination of these Terms.

18. General

Entire Agreement. These Terms, together with the documents incorporated by reference, constitute the entire agreement between you and Frankie Quiroz LLC with respect to the Site and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding the same subject matter.

Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect, except that any invalidation of the class-action waiver in Section 14.3 shall be governed by Section 14.8.

No Waiver. Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of that right or provision. Any waiver must be in writing and

signed by an authorized representative of Frankie Quiroz LLC.

Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempted assignment without such consent shall be void. We may assign or transfer these Terms in whole or in part at any time without notice, including in connection with a merger, acquisition, financing, reorganization, or sale of all or substantially all of our assets.

Force Majeure. We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including, without limitation, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network or infrastructure failures, internet or third-party service outages, denial-of-service attacks, pandemics or epidemics, government orders, strikes, labor shortages, or shortages of transportation, facilities, fuel, energy, or materials.

Notices. Notices to you may be made via posting to the Site, by email to the address you most recently provided to us, or by any other means we reasonably select. Notices to us must be sent to *Frankie Quiroz LLC, Attn: Legal, 30 N Gould St, Suite R, Sheridan, Wyoming 82801*, with a copy to legal@quirozenterprise.com. Notices are deemed given on receipt, except that notices sent by email are deemed given on the date of transmission, and notices sent by U.S. mail are deemed given on the third (3rd) business day after deposit.

Government Use. The Site and the Content are "commercial items," as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. § 12.212. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, all U.S. Government end users acquire access to the Site only with those rights set forth in these Terms.

Export Controls. You shall not access or use the Site if you are located in a jurisdiction subject to a comprehensive U.S. embargo (including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine),

and you shall not export, re-export, or transfer access to the Site in violation of the U.S. Export Administration Regulations or any other applicable export-control law.

Headings; Interpretation. Section headings are for convenience only and shall not affect the interpretation of these Terms. The words “include,” “including,” and “such as” are illustrative and not exhaustive. References to a statute, regulation, or rule shall be deemed to include any successor or substitute provision.

Language. These Terms are in the English language only. Any translation provided as a courtesy is for convenience only, and the English version controls.

Independent Contractors. The parties are independent contractors, and nothing in these Terms creates a partnership, joint venture, agency, fiduciary, or employment relationship between them.

Third-Party Beneficiaries. Except for the Indemnitees in Section 12 and Apple Inc. and its subsidiaries in Section 7.1, there are no third-party beneficiaries of these Terms.

19. Contact

Questions about these Terms may be directed to:

Frankie Quiroz LLC

Attn: Legal

30 N Gould St, Suite R

Sheridan, Wyoming 82801

United States

Email: legal@quirozenterprise.com

For DMCA copyright takedown notices, please use the procedure set out in our [DMCA Notice and Takedown Policy](#). For privacy requests, please use the

procedure set out in our [Privacy Policy](#).

Quiroz Enterprise is the operating company of Frankie Quiroz LLC, a privately held Wyoming-domiciled entity. All brand marks shown are the property of their respective subsidiaries or affiliated entities. The Quiroz Enterprise operating circle is invite-only — there is no public registration.

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Capabilities	Member Sign In	Contact	Cookie Policy
Founder			Disclaimer
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