

Perfecting Pizza Terms of Subscription Service

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Thank you for your interest in Perfecting Pizza, LLC (“Perfecting Pizza” or “We” or “Us”), which offers its subscription services (the “Subscription Services”) through the web site located at <http://www.perfectingpizza.com> and any related application programming interfaces (API’s), mobile applications and online services (the “Site”). The following Terms of Service are a legal contract between you (“You”) and Perfecting Pizza regarding your use of the Subscription Services. Users of the Subscription Services are referred to individually as “User” and collectively as “Users”.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING OR USING THE SUBSCRIPTION SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PERFECTING PIZZA PRIVACY NOTICE AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE “TERMS”).

1. Accounts

- a. Registration. In order to use the Subscription Services, you must register for an account and pay applicable fees and charges. You will be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password, and You agree to accept responsibility for all activities that occur under your account or password. You agree that the information You provide to Perfecting Pizza, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), then You agree to immediately notify Perfecting Pizza at support@perfectingpizza.com. You may be liable for the losses incurred by Perfecting Pizza or others due to any unauthorized use of your account.
- b. Fees. You acknowledge that you will be required to pay applicable fees and charges (including initial and renewal) by credit card. Fees and charges will be based on the number of Authorized Users and Authorized Locations for which you have received a license in accordance with these Terms. For purposes of these Terms, “Authorized User(s)” means the named individual(s) authorized to access and use the Licensed Content, and “Authorized Location(s)” shall mean the specific retail store(s) or other locations where the Licensed Content may be utilized. In addition to any other fees required under these Terms, You agree to pay, and to indemnify and hold Perfecting Pizza harmless from, any sales, use, excise, import or export, value added or similar tax or duty not based on Perfecting Pizza’s net income, including any penalties and interest, as well as any

costs associated with the collection or withholding thereof; and all governmental permit fees, license fees and customs and similar fees levied upon the delivery by Perfecting Pizza of the Licensed Content which Perfecting Pizza may incur in respect of these Terms.

- c. **Audit.** You shall maintain complete and accurate written records describing all information which may be reasonably required by Perfecting Pizza to determine whether You are complying with these Terms. To ensure compliance with these Terms, Perfecting Pizza shall have the right to conduct an inspection and audit of Your facilities and relevant books and records during regular business hours at Your offices and in such a manner as not to interfere unreasonably with Your normal business activities. If any such audit should disclose any underpayment of any fees, You shall promptly pay Perfecting Pizza such underpaid amount, together with interest thereon at a rate of one and one-half percent (1.5%) per month or partial month during which each such amount was owed and unpaid, or the highest rate allowed by law, whichever is lower. If the amount of such underpayment exceeds five percent (5%) of amounts otherwise paid, then You shall immediately reimburse Perfecting Pizza for its reasonable expenses associated with such audit.
2. **Privacy Notice; Website Terms of Use.** Your privacy is important to Perfecting Pizza. Please read the Perfecting Pizza Privacy Policy and Notice of Privacy Practices and the Website Terms of Use, hereby incorporated into the Terms, carefully for information relating to Perfecting Pizza's collection, use, and disclosure of Your personal information. When using the Subscription Services, You will be subject to any additional posted privacy practices, guidelines or rules applicable to specific services and features which may be posted from time to time (the "**Guidelines**"). All such Guidelines are hereby incorporated by reference into the Terms.
3. **Modification of the Terms.** Perfecting Pizza reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes. Your continued use of the Subscription Services after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, Perfecting Pizza will make reasonable effort to provide notice to You of such amended Terms, such as by an email notification to the address associated with Your account or by posting a notice on the Site, and such amended terms will be effective against You on the earlier of (i) Your actual notice of such changes and (ii) thirty days after Perfecting Pizza makes reasonable attempt to provide You such notice. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.
4. **Proprietary Materials; Licenses**
 - a. **Proprietary Materials.** The Site and Subscription Services are owned and operated by Perfecting Pizza. The visual interfaces, graphics, design, compilation,

information, computer code (including source code or object code), software, services, content (including without limitation Licensed Content as defined below), and all other elements of the Site and Subscription Services (the “Subscription Materials”) are protected by United States and international copyright, patent, and trademark laws, international conventions, trade secret laws and other applicable laws governing intellectual property and proprietary rights. Except as otherwise set forth in this Section 4, all Subscription Materials, and all trademarks, service marks, and trade names, contained on or available through the Site and Subscription Services are owned by or licensed to Perfecting Pizza, and Perfecting Pizza reserves all rights therein and thereto not expressly granted by these Terms.

- b. Licensed Content. Perfecting Pizza makes available through the Subscription Services certain videos, templates, tools, spreadsheets, data bases, books, articles and related materials that are owned by Perfecting Pizza or its third-party licensors (the “Licensed Content”). Perfecting Pizza grants to the Authorized User(s) a non-exclusive, non-transferable, non-sublicensable right to access and use the Licensed Content as made available through the Subscription Services by Perfecting Pizza solely for Your internal business and non-commercial purposes and solely for the Authorized Locations. For the avoidance of doubt, only the named Authorized Users and the named Authorize Locations may use the Licensed Content; Authorized Users and Authorized Locations are not transferable. You may not download, distribute, sell, lease, modify, or otherwise provide access to the Licensed Content to any third party. This license is personal to each Authorized User and Authorized Location and Licensed Content may not be shared with or used by other colleagues within Your organization or with any other location that is not an Authorized Location. You shall ensure that: (a) only the Authorized User(s) will access and use the Licensed Content; (b) at all times the number of Authorized Users of the Licensed Content does not exceed the total number of subscriptions You have purchased; and (c) Authorized Users are either employees of Your organization or Your consultants/contractors (limited to the period of engagement and for the sole purpose of providing services to You); and (d) the Licensed Content is used only at and solely for the benefit of the Authorized Locations. You shall ensure that each Authorized User complies with all provisions of these Terms applicable to You. Access to and use of the Licensed Content by any other third party is not permitted.
- c. Confidentiality. The Subscription Materials constitute and are comprised of the confidential and trade secret information of Perfecting Pizza and its third-party suppliers ("Confidential Information"), and You agree not to use or disclose the Subscription Materials other than as is expressly authorized by these Terms. Confidential Information does not include (i) information known to You at the time of disclosure, (ii) information that is disclosed to you by a third party not under an obligation of confidentiality to Perfecting Pizza, (iii) information that is or becomes generally known, (iv) information that You independently develop without reference to or reliance on the Confidential Information, or (v) information required by law or regulation to be disclosed by You to the extent so disclosed. You agree to safeguard the Subscription Materials against

unauthorized use or disclosure with means at least as stringent as those You uses to safeguard Your own confidential information, and in no event with less than reasonable means.

- d. Covenant Not to Infringe. You acquire only a right to use the Licensed Content as authorized herein. You agree not to contest or challenge Perfecting Pizza's or its third party suppliers' ownership of the Subscription Materials and associated intellectual property rights, and not to take any action that would infringe, misappropriate, constitute unfair competition with respect to, or otherwise violate Perfecting Pizza's or its third party suppliers' ownership of or rights in, the Subscription Materials.
- e. Impermissible Uses. Without limiting the generality of the foregoing, the following are types of uses that Perfecting Pizza expressly defines as falling outside of "non-commercial" use:
 1. the sale or rental of (a) any part of the Licensed Content, (b) any derivative works based at least in part on the Licensed Content, or (c) any collective work that includes any part of the Licensed Content;
 2. providing training, support, or other services that use or reference the Licensed Content in exchange for a fee; and
 3. the sale of advertisements, sponsorships, or promotions placed on the Licensed Content, or any part thereof, or the sale of advertisements, sponsorships, or promotions on any website or blog containing any part of the Licensed Content, including without limitation any "pop-up advertisements".
- ii. Use Characterization. Whether a particular use of the Licensed Content is "non-commercial" depends on the use, not the User. Thus, a use of the Licensed Content that does not require that Users pay fees and that does not provide an entity with a commercial advantage is "non-commercial," even if this use is by a commercial entity. Conversely, any use that involves charging Users in connection with their access to the Licensed Content is not "non-commercial," even if this use is by a non-profit entity. As an example, a company's use of the Licensed Content for internal professional development or training of employees is permitted, so long as the company charges no fees, directly or indirectly, for such use. Conversely, as another example, a company's use of the Licensed Content in connection with an fee-based training or educational program is NOT "non-commercial" and is not permitted.

5. Prohibited Conduct. YOU AGREE NOT TO:

- a. use the Subscription Services for any external or commercial use or purpose unless expressly permitted by Perfecting Pizza in writing, it being understood that the Subscription Services are intended for personal, internal, non-commercial use only;
- b. scrape, rent, lease, loan, sell, resell, sublicense, distribute, or publicly display any Subscription Materials;
- c. copy, download, reproduce, modify or create derivative works of any Subscription Materials except as expressly permitted by Perfecting Pizza in writing and only to the extent made available by Perfecting Pizza for copying, downloading, reproducing, modifying or creating derivative works.
- d. post, upload, or distribute any defamatory, libelous, or inaccurate content;
- e. post, upload, or distribute any content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
- f. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the accounts of others without permission, or perform any other fraudulent activity;
- g. delete the copyright or other proprietary rights notices on the Site or on any Subscription Materials;
- h. make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Subscription Services (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);
- i. use the Subscription Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- j. defame, harass, abuse, threaten or defraud Users of the Subscription Services, or collect, or attempt to collect, personal information about Users or third parties without their consent;
- k. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Subscription Services, Licensed Content, or features that prevent or restrict use or copying of any content accessible through the Subscription

by deleting your login account for the Subscription Services and discontinuing use of any and all parts of the Subscription Services.

8. **Indemnification.** You agree to indemnify, defend, and hold harmless Perfecting Pizza, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners (“Perfecting Pizza Indemnitees”) from any claims, losses, damages, liabilities, and expenses (including legal fees and expenses), arising out of any use or misuse of the Subscription Services, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein. Perfecting Pizza reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Perfecting Pizza, and You agree to cooperate with Perfecting Pizza’s defense of these claims. Perfecting Pizza will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

9. **Disclaimers; No Warranties**
 - a. **No Warranties.** THE SITE, THE SUBSCRIPTION SERVICES AND ALL DATA, INFORMATION, SOFTWARE, SUBSCRIPTION MATERIALS, CONTENT, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SUBSCRIPTION SERVICES, ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PERFECTING PIZZA, AND ITS AFFILIATES AND LICENSORS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PERFECTING PIZZA OR THROUGH THE SUBSCRIPTION SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

 - b. **Content.** PERFECTING PIZZA, AND ITS SUPPLIERS, LICENSORS, AND AFFILIATES, DO NOT WARRANT THAT THE SUBSCRIPTION SERVICES OR ANY DATA, CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

 - c. **NO ADVICE.** THE SUBSCRIPTION MATERIALS ARE INTENDED ONLY AS GENERAL RESOURCES. THEY HAVE NOT BEEN APPROVED, SANCTIONED, OR OFFICIALLY PROMULGATED BY AN ATTORNEY, HUMAN RESOURCE PROFESSIONAL, OR ANY OTHER

FORMAL REGULATORY OR NON-REGULATORY AGENCY. IN MAKING THESE MATERIALS AVAILABLE, NEITHER PERFECTING PIZZA OR ANY OF ITS AFFILIATED ENTITIES ARE ENGAGED IN RENDERING LEGAL, TAX, ACCOUNTING, OR OTHER PROFESSIONAL SERVICES OR ADVICE. YOU ARE STRONGLY ENCOURAGED TO CONSULT AN APPROPRIATE LICENSED PROFESSIONAL OR PROFESSIONALS TO REVIEW AND APPROVE THESE MATERIALS FOR YOUR OWN PLANNED AND PARTICULAR USES.

- d. **Harm to Your Computer.** YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, SUBSCRIPTION MATERIALS, SOFTWARE, OR DATA THROUGH THE SUBSCRIPTION SERVICES (INCLUDING THROUGH ANY API'S) IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.
- e. **Limitations by Applicable Law.** SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

10. **Limitation of Liability and Damages.**

- a. **Limitation of Liability.** UNDER NO CIRCUMSTANCES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) WILL PERFECTING PIZZA OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE SUBSCRIPTION SERVICES OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH PERFECTING PIZZA, EVEN IF PERFECTING PIZZA OR A PERFECTING PIZZA AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 SUCH CASES, PERFECTING PIZZA'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

- b. Limitation of Damages. IN NO EVENT WILL PERFECTING PIZZA'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY PARTNERS', LICENSORS', OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE SUBSCRIPTION SERVICES OR YOUR INTERACTION WITH OTHER SITE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SUBSCRIPTION SERVICES DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.**
- c. Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT PERFECTING PIZZA HAS OFFERED THE SUBSCRIPTION SERVICES AND ENTERED INTO THE TERMS IN RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND PERFECTING PIZZA, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND PERFECTING PIZZA. PERFECTING PIZZA WOULD NOT BE ABLE TO PROVIDE THE SUBSCRIPTION SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.**

11. Miscellaneous.

- a. Notice. Perfecting Pizza may provide You with notices, including those regarding changes to the Terms, by email, regular mail, postings on the Subscription Services, or other reasonable means. Notice will be deemed given twenty-four hours after email is sent, unless Perfecting Pizza is notified that the email address is invalid. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the Subscription Services. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Subscription Services is deemed given 30 days following the initial posting.**
- b. Waiver. The failure of Perfecting Pizza to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any**

waiver of any provision of the Terms will be effective only if in writing and signed by Perfecting Pizza.

c. Dispute Resolution.

- i. Governing Law. The Terms will be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to any principles of conflicts of law.
- ii. Jurisdiction. You agree that any action at law or in equity arising out of or relating to the Terms or Perfecting Pizza will be filed only in the state or federal courts in and for such courts located in Columbia, South Carolina, and each of You and Perfecting Pizza hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, Perfecting Pizza shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.
- iii. Claims. YOU AND PERFECTING PIZZA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SUBSCRIPTION SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

- d. Severability. If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.
- e. Assignment. The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You without Perfecting Pizza's prior written consent, but may be assigned by Perfecting Pizza without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.
- f. Force Majeure. Perfecting Pizza shall have no liability whatsoever for interruptions of service or other breach of these Terms due to fire, explosion, lightning, power surge or failure, water or floods, acts of God, war, civil disturbance, acts or omissions of communications carriers, governmental acts, natural disasters, strikes or industrial disputes, political disturbances, epidemics and any and all other circumstances which, against its will, prevent or hinder Perfecting Pizza from performing its obligations.

- g. Headings. The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.
- h. Survival. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 4(a), 4(c), 4(d), 5, 8, 9, 10 and 11.
- i. Entire Agreement. The Terms, the Privacy Notice and Guidelines constitute the entire agreement between You and Perfecting Pizza relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms, Privacy Notice or Guidelines made by Perfecting Pizza as set forth in Section 3 above.
- j. Disclosures. The Subscription Services provided hereunder are offered by Perfecting Pizza: P.O. BOX 282 Fort Mill, SC 29716