

# Perfecting Pizza Terms of Subscription Service

Last Updated: June 5, 2017

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](mailto: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 Services, or features that enforce limitations on the use of the Subscription Services or Licensed Content;
  - l. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Subscription Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
  - m. modify, adapt, translate or create derivative works based upon the Subscription Services or any part thereof, except and only to the extent expressly permitted by Perfecting Pizza herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or
  - n. intentionally interfere with or damage operation of the Subscription Services or any User's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.
6. **Third-Party Sites, Products and Services; Links**. The Subscription Services may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). Perfecting Pizza does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.
7. **Termination**.
- a. **Termination by Perfecting Pizza**. Perfecting Pizza, in its sole discretion, for any breach by You of these Terms, and without penalty, may terminate any account (or any part thereof) You may have with Perfecting Pizza or your use of the Subscription Services and remove and discard all or any part of your account and User profile at any time. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Perfecting Pizza may have at law or in equity. As discussed herein, Perfecting Pizza does not permit copyright, trademarks, or other intellectual property infringing activities in using the Subscription Services, and will terminate access to the Subscription Services, and remove all content submitted, by any Users who are found to be repeat infringers.
  - b. **Termination by You**. Your only remedy with respect to any dissatisfaction with (i) the Subscription Services, (ii) any term of these Terms, (iii) Guidelines, (iv)

any policy or practice of Perfecting Pizza in using the Subscription Services, or (v) any content or information transmitted through the Subscription Services, is to terminate the Terms and your account. You may terminate the Terms at any time 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

## **Privacy Policy and Notice of Privacy Practices**

**Effective as of June 7, 2017.**

### **I. Introduction**

PLEASE READ THIS PRIVACY POLICY CAREFULLY. This Privacy Policy and Notice of Privacy Practices (“Privacy Policy”) sets forth the privacy practices of Perfecting Pizza, LLC, a South Carolina limited liability company with its principle offices at 7193 Dove Field Lane, Indian Land, South Carolina 29707 and/or its subsidiaries and affiliates (collectively “the Company”, “we”, “our” or “us”).

### **II. Scope**

This Privacy Policy is intended to be an enterprise-wide privacy policy applicable to all data collection by the Company, and shall apply to any individual’s or company’s (“you” or “your”) use of the Company’s products, services, and websites (referred hereafter as “Services”) and your use of any affiliated third party websites that may contain a link to this Privacy Policy, or to any pages, facilities, services, or capabilities accessible on or by any top-level Company domain owned by the Company, or any subsite, subdomain, subdirectory, virtual site, or virtual directory thereof (each, a “Site” and collectively the “Sites”).

### **III. Personal Information Collected by the Company**

The Company collects certain information from you when you visit the Sites, access our services and when you purchase a subscription from us. For the purposes of this Privacy Policy, Personal

Information means individually identifiable information such as your name, address, email address, and an account password. Personal Information may also include your city, state, zip code, and telephone number. For certain services, such as licensing software or consulting, the Company may also request credit card or other payment account information which the Company maintains in an encrypted form on secure servers. By providing Personal Information to the Company or its affiliates, you consent to the Company's collection, storage, use, disclosure, sharing and processing of this information and other data as described in this Privacy Policy.

#### **IV. Automatic Collection of Non-Personal Information by the Company**

While you are on the Sites, we automatically track non-personal information related to your use of the Sites. This non-personal information may include, among other things, URL tracking information, information about your browser, your IP address, any files you download or view, your path through the Sites, the date, time and frequency you spend accessing the Sites and the length of time you spend reviewing certain features. We may collect and process information about your actual physical location.

We use various technologies to determine location, including IP address. We may collect and store information locally on your device using mechanisms such as browser web storage and application data caches. We may also collect information from your mobile device, such as your hardware model, operating system version, unique device identifiers and mobile network information.

##### **1. Cookies**

We may also track your usage of the Sites through cookies. A cookie is a small data file written to a user's hard drive. Cookies may be used, among other things, to allow automated log-in and may contain information such as a login ID or other information about your preferences or use of the Sites.

If you are concerned about having cookies on your computer, you can remove them and don't have to accept them. You can also set your individual browser to block cookies, including cookies associated with our Sites and services, or to notify you when you receive a cookie, allowing you to decide whether or not to accept particular cookies. Further information about the procedure to follow in order to disclose cookies can be found on your Internet browser provider's website via your help screen. You may wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html> for information on commonly used browsers. However, your browser and other choices may impact your experiences with our services.

If you have any questions regarding our use of cookies, please email us at [support@perfectingpizza.com](mailto:support@perfectingpizza.com).

#### **V. Information That You Provide to the Company**

When you visit the Sites, access our services, purchase a subscription from us, use our services, or when you send us emails or other communications, you provide your Personal Information to the Company. The Personal Information that the Company collects may include your name, phone number, e-mail address, address or location, and any details provided by you in requesting assistance or information from the Company, or similar information. Additionally, the Company or its affiliates may request your shipping and billing information, credit card information or other preferred payment means. By submitting personal information to the Company, you agree that the Company may use this information in accordance with this Privacy Policy. The Company may retain this information in order to process user inquiries, respond to requests, collect fees, and resolve disputes. If you do submit personal information to the Company, the Company may share that information with third party service providers, in addition to using that information for the purposes for which it was submitted by you.

## **VI. Use and Sharing of Information Collected by the Company**

### **1. Internal Use**

The Company uses the information we collect to improve our marketing and promotional efforts, to statistically analyze usage of the Sites, to improve our content and offerings on the Sites, and to customize the content and layout of the Sites.

In addition, the Company may use your Personal Information and other information that we collect from your use of the Sites (including any emails you may send us) to provide you with services, to provide you with product information, promotional offers, to enforce our User Terms and Agreement, for troubleshooting and maintenance, for more effective customer service, to communicate with you about your account, to offer you products and services, to offer you upgrades or updates to our products and services, to bill you for products and services, or to conduct marketing research.

The Company may use your Personal Information to send to you certain Service-related communications, such as billing reminders, information on technical service issues, and security announcements. The Company may also share your Personal Information and other information we collect from you with third parties that provide us with services in connection with our provision of services or that are otherwise acting on our behalf.

### **2. Disclosure to Third Parties**

The Company may disclose your Personal Information and other information with our affiliates or with third parties that provide services directly to you, the Company or our affiliates in connection with our provision of the services (including, but not limited to, providing customer service, marketing, the sending of promotional emails, and online advertising programs, or processing payment transactions for our products). Such third parties may use the information shared with them to provide these services and for marketing, advertising or other purposes, subject to their respective privacy policies. We recommend that you carefully review the privacy policy of each third party service prior to submitting your personal information to the third party.

In addition, the Company may aggregate or combine the data we collect from our users (which does not include your Personal Information) and share it with our business partners and other third parties. This aggregated or combined data may be used by the Company or the third parties for research purposes and for statistical purposes, among other uses.

The Company reserves the right to disclose your information (including your Personal Information) when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the Company's rights or property, or anyone else that could be harmed by such activities. The Company may also disclose your information (including your Personal Information) if a Site or other policy violation has occurred or to enforce the Terms of Service.

The Company cooperates with law enforcement agencies in identifying those who use the Sites or related services for illegal activities. Therefore, the Company responds to subpoenas, warrants or other court orders regarding information concerning any users. We will, at our discretion, disclose information if we believe we are required to do so by law, believe that such disclosure is necessary to protect us from legal liability or believe we need to do so to protect someone's safety or the integrity of the Sites or related services.

If the Company is involved in any merger, acquisition, sale of company assets, transition of service to another provider, or insolvency, bankruptcy or receivership, we reserve the right to transfer any personal information in connection with such transaction. If the Company is involved in a merger, acquisition, sale of company assets, transition of service to another provider, or insolvency, bankruptcy or receivership, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

## **VII. Review and Correction of Personal Information**

You may review, correct and update certain Personal Information (such as your name and email address) by contacting the Company through the "Contact Us" section below. We may reject requests that are unreasonably repetitive, require disproportionate technical effort, risk the privacy of others, or would be impractical.

## **VIII. How Long We Retain Your Personal Information**

We store your Personal Information for as long as necessary to provide our products and services to you. We will keep your Personal Information until we no longer need the data to provide you with the Company's products and services. However, we may retain your Personal Information for an additional period as is permitted or required under applicable laws. Even if we delete your Personal Information it may persist on backup or archival media for an additional period of time.

## **IX. Contact and Electronic Communications Opt-Out**

At the time when you provide Personal Information to the Company on our Sites, or when you register for an account on our Sites to use the services which we provide, you agree that we can communicate with you electronically regarding your use of the Sites or our products and services. You may opt-out of email marketing communications from the Company by either (i) clicking on the “Unsubscribe” link provided in the applicable marketing email and following the directions provided, or (ii) contacting us through the information provided below in “Contact Us”. Note that even if you opt-out, the Company reserves the right to contact you in the event of a service or safety notification or to respond to your communications with us.

## **X. Exclusions**

### **1. Children**

The Sites and services are not intended for use by children. We do not knowingly solicit nor collect any Personal Information about children under the age of 13 nor market to them. If a child has provided us with Personal Information, a parent or guardian of that child may contact us to have the information deleted from our records. If you believe that we might have any information from a child under age 13, please contact us. To do so, contact the Company through the information provided below in the “Contact Us” section. If we learn that we have inadvertently collected the personal information of a child under 13, or equivalent minimum age depending on jurisdiction, we will take steps to delete the information as soon as possible.

### **2. Information Collected By Business Partners, Social Media Services or Other Third Party Platforms**

The Sites may contain links to websites owned by other companies. The Company does not control or endorse and is not responsible for the privacy practices of other sites or third parties to whom you may link from the Sites. In addition, this Privacy Policy is not intended to describe data handling procedures for information collected by other linked websites or business partners.

You are responsible for the Personal Information you choose to share or submit in these instances, including any information shared in a social media forum on a Company service. For a description of how other sites and third party platforms, plug-ins, integrations or applications handle your information, please refer to their respective privacy policies and terms of use, which may permit you to modify your privacy settings.

When we interact with you through our content on third party websites, applications or platforms, we may obtain any information regarding your interaction with that content.

### **3. Non-U.S. Residents**

If you live outside the United States (including Canada, Mexico and the European Economic Area), and you use our services and Sites or provide us with Personal Information directly via the Sites, such information will be handled in accordance with this Privacy Policy. THE SITES ARE GOVERNED BY AND OPEARTED IN ACCORDANCE WITH UNITED STATES LAW. BY USING THE SITES OR GIVING US YOUR PERSONAL INFORMATION, YOU

ARE DIRECTLY TRANSFERRING YOUR PERSONAL INFORMATION AND OTHER INFORMATION TO US IN THE UNITED STATES WHERE OUR CENTRAL DATABASE OPERATES. BY USING THE SITES, YOU ACKNOWLEDGE THAT THE UNITED STATES MAY NOT HAVE THE SAME LEVEL OF DATA PROTECTION AS YOUR JURISDICTION AND YOU AGREE AND EXPLICITLY CONSENT TO YOUR PERSONAL INFORMATION BEING COLLECTED, PROCESSED AND TRANSFERRED IN ACCORDANCE WITH THIS PRIVACY POLICY AND SUBJECT TO UNITED STATES LAWS. You are solely responsible for compliance with any data protection or privacy obligations in your jurisdiction when you use our services and Sites, or provide us with Personal Information. Regardless of where we transfer your information, we still protect your information in the manner described in this Privacy Policy.

## **XI. Security**

The Company is committed to maintaining the security of the data you provide us. We have put in place physical, electronic and managerial procedures designed to help prevent unauthorized access, to maintain data security, and to use correctly the information we collect online. These safeguards vary based on the sensitivity of the information that we collect and store. Employees or agents provided with personal information are bound by confidentiality obligations and agreements and may be subject to discipline, including termination and criminal prosecution, if they breach these agreements or fail to meet these obligations.

Although we take appropriate measures to safeguard against unauthorized disclosure to help prevent unauthorized access, we cannot assure you that your personal information will never be disclosed, altered or destroyed in a manner that is inconsistent with this Privacy Policy. Please note that there is always some risk in transmitting information over the Internet. Because the Sites and the services are provided through wireless networks and the Internet, when you use the Sites or the services, your communications may be intercepted by others. For this reason, the Company cannot guarantee the security and privacy of wireless transmissions or transmissions via the Internet, and we will not be liable for any lack of security relating to the use by you of the Sites or related services. You agree that you will not hold the Company liable for any damages resulting from any loss of privacy or security occurring in connection with any communications over such networks.

## **XII. California Residents: Your California Privacy Rights**

### **1. Do Not Track**

The Company does not track its customers over time and across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. However, some third party sites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you.

Third parties that have content on our Sites such as a social feature may set cookies on your browser or obtain information about the fact that a web browser visited a specific Site from a



certain IP address. Third parties cannot obtain any other personally identifiable information from our Sites unless you provide it to them directly.

## **2. Disclosures to Third Parties**

California's "Shine the Light" law, Civil Code section 1798.83, requires the Company to respond to requests from California residents asking about the Company's practices related to disclosing personal information to third parties for the third parties' direct marketing purposes. If you are a California resident, you have the right to submit a request to the Company at the address listed below and receive information about the categories of personal information the Company disclosed to third parties for third parties' direct marketing purposes during the preceding calendar year; and the names and addresses that received such information, or examples of the product or services marketed if the nature of their business cannot be determined by the business name. If you are a California resident, you are entitled to receive a copy of this information in a standardized format and the information will not be specific to you individually. Please see the "Contact Us" section below to make a request.

## **XIII. Information Regarding Commercial Electronic Messages in Canada**

Canada's Anti-Spam Law requires that the Company obtain the express consent of Canadian citizens before sending an electronic message such as an email that contains a promotion about our products. We will ask you for your explicit consent when you provide us with your email address or other personal information through which we intend to encourage your participation in a commercial activity, such as a promotion for our products.

If you explicitly consent to receiving CEM, each communication sent to you will contain an option to unsubscribe to the communications or to revoke your consent to receive CEM. Alternatively, you can contact us at the address or email provided below in the "Contact Us" section to be removed from our mailing lists.

## **XIV. Contact Us**

The operator of this Site is Perfecting Pizza, LLC, a South Carolina limited liability company. If you have any questions regarding the Company's Privacy Policy, please contact us at Perfecting Pizza, LLC, P.O. BOX 282 Fort Mill, SC 29716 or you may email us at [support@perfectingpizza.com](mailto:support@perfectingpizza.com).

## **XV. Changes or Updates to this Privacy Policy**

The Company reserves the right, in our sole and absolute discretion, to make changes to this Privacy Policy from time to time. If we make material or retroactive changes to this Privacy Policy, we will notify you about material changes by either sending an email message to the email address you most recently provided to us or by prominently posting a notice on our Sites. You agree that electronic disclosures and notices in relation to this Privacy Policy have the same meaning and effect as if we had provided you with a paper copy. We will post any changes to this Privacy Policy to this page as soon as reasonably possible and we will note near the top of

this page the date that any changes are made and/or when they become effective. We encourage you to periodically check back and review this policy so that you always know what information we collect, how we use it, and with whom we share it.

