

## **Use of Site and Services**

These Terms of Use govern your (“you”, “your” or “User”) use of the websites (“Sites”) and services (“Services”) operated by Perfecting Pizza, LLC, and related products available on the Sites or through the Services (the “Products”). The Sites and Services also contain text, pictures, graphics, logos, button items, images, works of authorship, and other content (collectively with all information and material about Company, Products and Services, “Content”). By using the Sites or Services, or any related sites or services where these Terms of Use are displayed, linked, or referenced, you expressly consent to these Terms of Use.

We may amend this Agreement from time to time due to changes to the Sites, Products or Services, to account for developments under the law, or for any other commercially reasonable reason. Future performance by us of our obligations under this Agreement is sufficient consideration for any such amendment. Any amendment will only become effective upon notification to you (by email or by posting on our Site) and, if you do not want to agree to any such amendment, you should stop using the Site and the Products and Services and contact us to cancel your account. By checking the box next to the “I agree to the terms and conditions” button on the sign-up page, by logging into your Company Account, by accessing the Sites or by accessing any of the Products and Services, you accept this Agreement on behalf of yourself and any business or organization you represent (collectively “you”).

The Sites and the Products and Services are available only to persons or organizations that can form legally binding contracts under applicable law. Without limiting the foregoing, the Sites and the Products and Services are not available to individuals under the age of 18. If you do not qualify, you are not permitted to use the Sites, Products, or Services. If you are using the Sites, Products or Services on behalf of an organization, you represent and warrant that you are duly authorized and have the ability to bind such organization by your use of the Sites, Products or Services.

## **Account Registration**

In order to use the Services you may be required to register and create an account (“Account”). During the registration process, you will be required to provide certain information to us and you will establish a username and a password (your “Account Credentials”). You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, incomplete, or not current. You are responsible for safeguarding your Account Credentials. You agree not to disclose your Account Credentials to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your Account. By registering for an Account, you agree that we may send you occasional emails relevant to your Account or to your use of the Services.

## **Billing and Payment**

### **Fees**

If you have purchased a paid Service through the Site, you are expressly agreeing that Company is permitted to bill you the applicable fees, any applicable tax and any other charges you may incur with Company in connection with your use of the Site and Service and that the fees will be billed

to the credit card you provide in accordance with the billing terms in effect at the time a fee or charge is due and payable. Subscription fees are payable in U.S. Dollars and based on Services purchased and not on actual usage. You will provide Company with valid and updated credit card information and you authorize Company to charge such credit card for all purchased subscriptions and renewals.

### **Refunds**

If payment is not received or cannot be charged to your credit card for any reason in advance of the applicable subscription period, Company reserves the right to either suspend or terminate your access to the Site and any Service and terminate these Terms of Use. All fees are non-refundable. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service or refunds for months unused with an open account.

### **Automatic Renewal**

If you have purchased a paid subscription to the Site and Service, your subscription will automatically renew for additional, successive subscription periods equal in duration to the initial subscription period that you initially purchased unless you terminate your subscription prior to the next renewal period. You acknowledge and agree that Company will automatically charge your credit card on record with Company for the then-current subscription period upon the commencement of any renewal period. You may terminate your subscription to the Site and Service at any time and you will not be obligated to pay any additional fees for upcoming subscription renewal periods but any subscription fees you have paid in advance will not be refunded.

### **Fee Adjustments**

For any upgrade or downgrade in Site usage, your credit card that you provided will automatically be charged or credited the new prorated amount for the current month and the new rate will apply on your next billing cycle.

### **Communication**

By using the Site and the Service, you consent to receiving electronic communications from Company. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to our Site and Service. These electronic communications are part of your relationship with Company and you receive them as part of your subscription to the Site and Service. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

### **Connection Requirements**

You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use the Sites and Services, and Company reserves the right to change the access configuration of the Websites at any time without prior notice.

### **Third Party Sites**

The Sites and Services may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Sites or Services. These other websites are not under Company's control, and you acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Company or any association with its operators. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

### **Privacy Policy**

Your use of the Site and the Service is governed by Company's [Privacy Policy](#), which is incorporated into this Agreement by reference.

### **Prohibited Use**

Any use or attempted use of the Sites or Services: (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) interfere with any other party's use and enjoyment of the Sites or Services, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by Company to be made accessible to a user, or (vi) attempt to obtain any materials or information through any means not intentionally made available by Company, or (vii) any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Sites and Services, you agree you will not:

1. Upload or transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
2. Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Company representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
3. Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
4. Upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

5. Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
6. Use the Sites' or Services' communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
7. Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;
8. Violate any applicable local, state, national or international law;
9. Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
10. Delete or revise any material posted by any other person or entity;
11. Manipulate or otherwise display the Sites by using framing, mirroring or similar navigational technology or directly link to any portion of the Sites other than the main homepage, [www.perfectingpizza.com](http://www.perfectingpizza.com), in accordance with the Limited License and Site Access outlined herein;
12. Probe, scan, test the vulnerability of or breach the authentication measures of, this Website or the Sites or any related networks or systems;
13. Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Products and Services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so;
14. Harvest or otherwise collect information about others, including e-mail addresses; or
15. Use any robot, spider, scraper, or other automated or manual means to access this Website, or copy any content or information on this Website.

Company reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of the user's access and/or account. Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Company reserves the right at all times to disclose any information as Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Company's sole discretion.

**Right to Monitor**

The Company neither actively monitors general use of the Sites or Services under normal circumstances nor exercises editorial control over the content of any third party's website, e-mail transmission, news group, or other material created or accessible over or through this Website. However, Company does reserve the right to monitor such use at any time as it deems appropriate and to remove any materials that, in Company's sole discretion, may be illegal, may subject Company to liability, may violate these Terms of Use, or are, in the sole discretion of Company, inconsistent with Company's purpose for the sites or Services.

**No Company Editorial Control of Third Party Content; No Statement as to Accuracy**

To the extent that any of the Content included in the Sites is provided by third party content providers or other Website users, Company has no editorial control or responsibility over such Content. Therefore, any opinions, statements, products, services or other information expressed or made available by third party suppliers or users on the Sites or through the Services are those of such third party suppliers or users, respectively. Company does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of the Content displayed on the Sites or Services or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with Company.

**Social Media Platforms and Websites**

Any information, communications, or material of any type or nature that you submit to our Services through the use of social media integration (including, but not limited to any Company website contained on a social media platform or website such as Facebook, Twitter or YouTube) by email, posting, messaging, uploading, downloading, or otherwise (collectively, a "Social Media Submission"), is done at your own risk and without any expectation of privacy. The Company cannot control the actions of other users of any social media platform or website and the Company is therefore not responsible for any content or Social Media Submissions contained on such sites and platforms. By visiting any Company Services that are contained on a social media platform or website, you are representing and warranting to the Company that you have reviewed the applicable privacy policy and terms of use of such platform or website and that you will abide by all such provisions contained therein.

Additionally, in the event that any one of the Services offers a message board or any other interactive or social-type feature on a website administered directly by the Company, please be aware that these areas may allow you to publicly post, and share with other users, certain messages, content, or other information (e.g., stories, pictures, ingredients, tips, etc.). Although the Company may take certain precautions to protect those who use these areas of the Company's Services, we encourage you to be wary of giving out any personal information in such public forums. The information you post can be collected and used by people you don't know. We cannot guarantee the privacy and safety of these areas and are therefore not responsible for any information you choose to post. Your use of these features is fully at your own risk.

**Warranty Disclaimer; Additional Representations and Warranties**

In addition to any other representations or warranties herein contained, and as an inducement to enter into this Agreement, the parties represent and warrant to each other as follows, such

representations and warranties to be continuous in nature and effective as of the date of execution and throughout the term of this Agreement; (a) it shall have and will maintain in full force and effect during the term of the Agreement all licenses, permits, consents and approvals, both governmental and private, required to perform its obligations, duties and responsibilities under the Agreement; (b) it is a corporation or other business entity, duly organized, validly existing and in good standing under the laws of the State of its organization and is duly qualified to do business in all applicable jurisdiction; (c) the execution, delivery and performance of the Agreement by the party (i) is within its corporate power, (ii) has been duly authorized by all necessary corporate action on its part, and (iii) requires no consent or approvals of or filings with any governmental or other regulatory agencies, other than filings in the ordinary course of business and filings that have already been made; (d) the person who executing the Agreement on its behalf has been duly authorized to do so, and the Agreement constitutes the party's legal, valid and binding obligation and is enforceable against it in accordance with its terms; (e) the execution, delivery and performance of the Agreement by the party does not and will not result in any breach or default under any other document, instrument or Agreement to which it is a party or by which it or any of its property is subject or bound; (f) the party is solvent, able to pay its obligations as they become due, and is not and shall not be engaged in any business or transaction for which its remaining capital is or may be unreasonably small; (g) the party has no actual intent to hinder, delay or defraud creditors in connection with any of its transactions or intent to incur (or belief that it is incurring) debts beyond its ability to pay the same as they mature; (h) the party has not commenced any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of or for debtors, seeking to have an order for relief entered with respect to the party or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; (i) the party has not sought appointment of a receiver, trustee, custodian or other similar official for the party or for all or any substantial part of its assets or made a general assignment for the benefit of its creditors.

OTHER THAN AS EXPRESSLY WARRANTED HEREIN, THE SITES AND SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER WE NOR ANY OF OUR AFFILIATE COMPANIES, NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE SITES OR SERVICES. IN ADDITION, THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

Although it is our intention for the Site and Services to be available as much as possible, we reserve the right to refuse access to the Sites or Services to anyone for any reason at any time. Additionally,

there will be occasions when access to the Sites or Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We will not be liable to you for any modification, suspension, or discontinuation of the Sites or Services, or the loss of any Subscriber Data. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Subscriber Data or other information may not be secure.

### **Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL COMPANY OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, THIRD PARTY SUPPLIERS AND PROVIDERS AND MEMBERS OF OUR NETWORK, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "COMPANY") BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SITES OR SERVICES; (B) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SITES OR SERVICES; (C) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (D) ANY ERRORS OR OMISSIONS IN THE OPERATION OF THE SITES OR SERVICES; OR (E) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PRODUCTS, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OR INABILITY TO USE THE SITES, SERVICES, PRODUCTS, OR CONTENT, THE COST OF OBTAINING SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY LOSS OF DATA, INFORMATION, PRODUCTS AND SERVICES OBTAINED FROM PURCHASES OR TRANSACTIONS, OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE SITES, SERVICES, PRODUCTS, OR CONTENT. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES AND SERVICES IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE SITES. IN THE EVENT THAT ANY COURT OR AUTHORITY OF APPROPRIATE JURISDICTION DETERMINES THAT ANY LIMITATION OF REMEDIES, LIABILITIES, OR DAMAGES HEREIN IS UNENFORCEABLE FOR ANY REASON, AND IN ANY EVENT RELATING TO DIRECT DAMAGES, THE MAXIMUM AGGREGATE LIABILITY OF COMPANY TO YOU ARISING OUT OF, RESULTING FROM, OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR PRODUCTS OR SERVICES HEREUNDER IN THE SIX (6) MONTHS PRECEDING THE CIRCUMSTANCES OR EVENTS GIVING RISE TO THE LIABILITY. BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE

THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

You agree that Company has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that they reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that they form an essential basis of the bargain between the parties.

#### **Indemnification and Limitation on Class Actions**

You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at Company’s request), indemnify and hold the Company Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney’s fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Sites or Services or those conducted on your behalf): (i) Subscriber Data or your access to or use of the Services; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Company in the defense of any claim. Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Company.

You will not participate in a class action or class-wide litigation for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person’s account, if Company is a party to the proceeding and you and Company hereby expressly waive trial by jury.

#### **Time Limitation on Claims**

You agree that any claim you may have arising out of or related to your relationship with Company must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

## **Ownership**

Company owns or has rights to all intellectual property rights in and to the Services (including all derivatives or improvements thereof). All suggestions, enhancements requests, feedback, recommendations or other input provided by subscriber or any other party relating to the Services or Software shall be owned by Company, and Subscriber hereby does and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership. Any rights not expressly granted herein are reserved by Company.

Subscriber owns any data, information or material originated by Subscriber that Subscriber submits, collects or provides in the course of using the Services, including information regarding Subscriber's social networking connections, followers or other contacts activated through use of the Services ("Subscriber Data"). Company has no ownership rights in or to Subscriber Data; provided, however, that Subscriber grants to Company a fully-paid, worldwide license to use, copy, and distribute Subscriber Data to the extent necessary for Company to provide the Services. Subscriber shall be solely responsible for the accuracy, quality, content and legality of Subscriber Data, the means by which Subscriber Data is acquired and the transfer of Subscriber Data outside of Company.

## **Limited License and Site Access; All Rights Reserved**

Company hereby grants you a limited license to access and make personal use of the Sites and Services, and Content, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Company (e.g., downloading of PDF forms, applications, etc.). This license does not include any resale or commercial use of the Sites, Services or the Content (other than for your internal business use); any derivative use of the Sites, Services, or Content the Content; or any use of data mining, robots, or similar data gathering and extraction tools. The Sites or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Company without Company's express written consent. You may not use any meta-tags or any other "hidden text" utilizing any of Company's name(s) or service marks without the express written consent of their owners. We (or the respective third party owners of Content) retain all right, title, and interest in the Sites, and in any Content, Products and Services, including any and all intellectual property rights. Any software applications available on or through the Sites or Services are licensed, not sold, to you. The Company may assign these Terms of Use or any part of them without restrictions. You may not assign these Terms of Use or any part of them, nor transfer or sub-license your rights under this License, to any third party. We (or the respective third party owners of Content) reserve all rights not expressly granted. Any unauthorized use terminates the permission or license granted by Company.

## **Trademarks and Service Marks**

Certain trademarks are the service marks and trademarks of Company or one of its affiliates. The domain name for the Sites and Services, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of Company. All other trademarks, service

marks, trade dress, product names, company names or logos, whether registered or not, on the Sites and Services are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from the Sites and Services without the prior written authorization of Company.

## **Copyright**

Except as otherwise expressly stated, all Content appearing on the Sites and Services is the copyrighted work of Company or its third party content suppliers and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Content is also the exclusive property of Company and is protected by U.S. and international copyright laws.

You may download information from the Sites or Services and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or Content obtained from this Website, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Company or any applicable third party suppliers. The use of Content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by Company. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Company does not warrant or represent that your use of Content, Products and Services or any other materials displayed on the Sites will not infringe rights of third parties.

## **Digital Millennium Copyright Act Policy (DMCA)**

Company respects the intellectual property of others and requires that individuals who visit our Site or use our Products and Services do the same. If you believe that any Content on the Sites or Services violates or infringes upon your intellectual property rights pursuant to Title 17, United States Code, Section 512(c)(2) (the “Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act” or “DMCA:”), please notify us immediately at Perfecting Pizza, LLC, P.O. BOX 282 Fort Mill, SC 29716 with the following specifics necessary for us to consider and respond to your complaint.

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online Site are covered by a single notification, a representative list of such works at that Site;

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;
- Information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims.

### **Force Majeure**

Neither party shall be responsible for delays or failures in performance resulting from causes beyond the control of such party, including without limitation, any act of God, fire, casualty, delay, or disruption in transportation; flood, earthquake, war, strike, lockout, epidemic, destruction or shut-down of production facilities; shortage or curtailment, riot, insurrection, and governmental acts or directives; provided, however, that, in the event of the occurrence of a “force majeure” event as described in this Agreement, the non-performing party shall use all commercially reasonable efforts to meet its obligations as set forth in the Agreement.

### **Indemnification and Limitation on Class Actions**

You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at Company's request), indemnify and hold the Company Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) User Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Company in the defense of any claim. Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Company.

You will not participate in a class action or class-wide litigation for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or

representative capacity, or consolidated claims involving another person's account, if Company is a party to the proceeding and you and Company hereby expressly waive trial by jury.

### **No Agency Relationship**

Neither these Terms of Use, nor any Content, materials, features, or Products and Services create any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

### **Governing Law; Jurisdiction; Venue; Severability of Provisions**

The Terms of Use are governed by the laws of the State of South Carolina, USA and controlling United States Federal Law without regard to any conflicts of law provisions. Any legal proceedings arising from or relating to these Terms of Use shall be brought exclusively in the federal or state courts of Columbia, South Carolina and the parties hereby consent to the personal jurisdiction and venue of such courts. All parts of these Terms of Use apply to the maximum extent permitted by law. We both agree that if any provision of these Terms of Use is found by a court of competent jurisdiction to be unenforceable as written, then that part will be replaced with terms that most closely match the intent of the unenforceable provision to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

### **Contacting Us**

If you have questions or comments regarding this Terms of Use, please contact us at [support@perfectingpizza.com](mailto:support@perfectingpizza.com).