

# **PRIVACY. IT'S YOUR RIGHT. OWN IT.**

## **TERMS OF USE // LAST REVISED 6.16.17**

**NOTE: Payments made in connection with this Site are provided by LevelUp. By accessing and using the Site for payments, you additionally agree to be bound by LevelUp's terms of service (<https://www.thelevelup.com/terms>), which include authorization for LevelUp to charge your payment instrument. Please read LevelUp's terms to understand how payments are handled and the data security and privacy afforded such information.**

### **1) Acceptance of Terms of Use**

Please carefully read the following Terms of Use ("Terms") before using the andpizza.com(R) Web site, our mobile application ("Application"), or our widgets (the collectively the "Site") and our online Services ("Services"). By accessing and using this Site, you acknowledge that you have read, understood and agree to be bound by these Terms which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use this Site or any of its content.

**YOUR ACCESS TO, USE OF AND BROWSING OF THE SITE AND ITS CONTENTS ARE SUBJECT TO ALL TERMS OF USE CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE**

TERMS OF USE, YOUR PERMISSION TO ACCESS OR USE THE SITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

These Terms may be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the “Last Revised” legend at the top of this page. Any changes in these Terms take effect upon posting and will only apply to use of the Site after that date. Each time you access, use or browse the Site, you signify your acceptance of the then-current Terms.

## **2) Permitted Users of Site**

This Site is directed to persons 18 years of age or older. This Site and &pizza do not knowingly collect information from persons under age 18 or children under age 13. If you are under 18 years of age, you may visit, browse and use the information on the Site, but you may not submit any personal information to the Site. If you are under age 13, you are not permitted to use this Site or to submit any personally identifiable information to the Site.

## **3) Permitted Use of Site**

The content available through the Site (the “Content”) is the sole and exclusive property of &pizza and/or its licensors. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site or the Content other than as expressly authorized by &pizza in writing. Use of the Site or the Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under United States or international law. You agree not to access the Site by any means other than through a standard web browser.

So long as you agree and comply with these Terms, and unless these Terms are otherwise terminated or modified by &pizza, you are permitted to view and use the Site and the Content solely for your own information and for purchase of the products or services offered here. You may not duplicate, publish, modify, distribute, perform or create derivative works from any part of the Site or the Content unless expressly

authorized by &pizza. You agree that you will not remove or modify any acknowledgements, credits or legal notices contained on the Site or in the Content.

Special terms may apply to some products or services offered on the Site, or to any sweepstakes, contests or promotions that may be offered on the Site. Such special terms (which may include official rules) may be posted in connection with the applicable product, service, sweepstakes, contest, promotion, feature or activity. Any such special terms are in addition to these Terms and, in the event of a conflict, any such terms shall prevail over these Terms.

#### **4) Privacy Policy**

Please review the Privacy Policy for the Site at [andpizza.com/privacy-policy](http://andpizza.com/privacy-policy). If you do not agree with the Privacy Policy at [andpizza.com/privacy-policy](http://andpizza.com/privacy-policy), you may not use the Site.

#### **5) Proprietary Rights**

You acknowledge and agree that, as between &pizza and you, all right, title, and interest in and to the Site and the Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights are owned exclusively by &pizza or its licensors and are protected by United States intellectual property laws and other applicable laws.

**Copyright:** All content included in the Site, such as text, graphics, logos, icons, images, media, data, audio, animation, software and other information and materials, is the copyright and property of &pizza or its content suppliers and protected by U.S. and international copyright laws. Permission is granted to electronically copy and print hard copy portions of the Site for the sole purpose of placing an order on the Site; using the Site as a resource; or using the Site for personal information. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance, of the Content of the Site, is strictly prohibited.

**Trademarks:** The trademarks, service marks, logos, slogans, trade names and trade dress used on the Site are proprietary to IMA PIZZA LLC. Without limiting the foregoing, &pizza is a registered trademark of &pizza. Unauthorized use of any trademark of IMA PIZZA LLC may be a violation of trademark laws. Any third party names or trademarks referenced in the Site do not constitute or imply affiliation, endorsement or recommendation by &pizza or of &pizza by the third parties.

## **6) Your Indemnity of &pizza**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD &PIZZA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS AND OTHERS ACTING IN CONCERT WITH IT, HARMLESS FROM ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR CONNECTION OR SUBMISSION TO OR USE OF THE SITE OR THE CONTENT; OR (B) YOUR VIOLATION OF THESE TERMS OF USE, ANY APPLICABLE LAWS, OR THE RIGHTS OF &PIZZA OR ANY THIRD PARTY.

## **7) User Generated Content**

**Communications Services:** The Site may contain galleries for blogs, chat areas, forums, comments and rankings, contests, communities, calendars, and/or other message or communication facilities designed to enable you and others to communicate with &pizza, the Site and other users of the Site (collectively, "Communication Services"). Where the Site seeks your submissions, you acknowledge that your submissions may be or become available to others. You agree to use the Communication Services only for your personal use in connection with your personal information and enjoyment of the Site. You agree only to post, send and receive messages and materials that are proper and related to the particular Communication Service.

**Prohibited Actions:** You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and &pizza

reserves the right to determine what types of conduct it considers to be inappropriate use of the Site. In the case of inappropriate use, the Site moderator may take such measures as it determines in its sole discretion.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

1. Use the Site or the Content for any purpose or make any other actions in violation of local, state, national, or international laws or regulations.
2. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
3. Take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure or otherwise in a manner that may adversely affect performance of the Site or restrict or inhibit any other user from using and enjoying the Communication Services or the Site.
4. Use the Site for unauthorized framing of or linking to, or access via automated devices, bots, agents, scraping, scripts, intelligent search or any similar means of access to the Content or any other materials or information available from the Site.
5. Aggregate, copy, duplicate, publish, or make available to third parties outside the Site in any manner any of the Content or any other materials or information available from the Site.
6. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
7. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
8. Upload or download files that contain software or other material protected by intellectual property laws or other laws, unless you own or control the rights thereto or have received all necessary consents.
9. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
10. Use the Site to make available unsolicited advertising or promotional materials, spam, pyramid schemes, chain letters, or similar forms of unauthorized advertising or solicitation.

11. Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
12. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
13. Engage in any other action that, in the judgment of &pizza, exposes it or any third party to potential liability or detriment of any type.

Submissions: You are solely responsible for the User Materials that you post, share, email, transmit or otherwise make available via the Site (“Submission”). All Submissions are subject to these Terms. &pizza is under no obligation to post or use any Submission and may remove any Submission at any time in its sole discretion.

By making a Submission, you represent and warrant that your Submission is true, your own original work, and does not infringe any other person’s or entity’s rights, and that you and any other person mentioned or shown in your Submission release any and all claims concerning &pizza’s or its designees’ use, modification or distribution of the Submission or any part thereof. You must own all rights, including copyright, to your Submission, and must hold all necessary releases concerning the contents of your Submission. You agree that you must evaluate, and bear all risks associated with, your disclosure of any Submission.

By making a Submission, you grant &pizza and its licensees, assignees and designees an irrevocable, assignable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license, in their sole discretion, to use, distribute, reproduce, modify, combine, adapt, publish, translate, rent, lease, sell, publicly perform and publicly display your Submission (in whole or in part), along with your name or any part thereof and state of residency, in &pizza’s discretion, on the Site or elsewhere, and to use or incorporate all or any part of your Submission into other advertising, promotion, research, analysis or other materials in any format or medium now known or later developed. You hereby waive any right to inspect such use and any claims based on privacy, publicity, defamation, misappropriation, intellectual property or similar claims for any use of your Submission.

## **8) Links**

**Links to Other Websites and Search Results:** The Site may contain links to websites operated by other parties. The Site provides these links to other websites as a convenience, and your use of these sites is at your own risk. The linked sites are not under the control of &pizza and &pizza is not responsible for the content available on these third party sites. Such links do not imply endorsement of information or material on any other site and &pizza disclaims all liability with regard to your access to, use of or transactions with such linked websites. You acknowledge and agree that &pizza shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource.

**Links to the Site:** You may link another website to the Site subject to the following linking policy: (i) the appearance, position and other aspects of any link may not be such as to damage or dilute the reputation of &pizza or the Site; (ii) the appearance, position and other attributes of the link may not create the false appearance that your site, business, organization or entity is sponsored by, affiliated with, or associated with &pizza or the Site; (iii) when selected by a user, the link must display the Site on full-screen and not within a “frame” on the linking website; and (iv) &pizza reserves the right to revoke its consent to the link at any time and in its sole discretion.

## **9) Modifications to Site**

&pizza reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any portion thereof, with or without notice. You agree that &pizza shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

## **10) Site Account and Payment**

To register and become a member of our Site, use your valid email address and create a password to register your profile. Each time you use your password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent

with these Terms and &pizza has no obligation to investigate the authorization or source of any such access or use of the Site.

YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING YOUR PASSWORD AND IDENTIFICATION WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING, WITHOUT LIMITATION, FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.

You are solely responsible for protecting the security and confidentiality of your password and identification. You shall immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security.

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. You acknowledge and agree that for each order you place through the Site, the full cost of products you order (for which prices are subject to change without notice) assessed against your credit card, charge card, restaurant-specific gift card, or restaurant-specific cash card. You acknowledge and agree that a SMS or web browser command originating from your Account constitutes an authorization for the Site to charge this amount and you assume all liability for and shall promptly pay any and all charges. Without limiting the foregoing, you acknowledge and agree that you will pay assessed charges for any and all orders placed from your Account, regardless of whether you actually receive the Products. The Site will provide you with reasonable notice of any material modification in the fees charged for the services, which notice may be provided by posting the new fee schedule on the Site.

For payments on the Site (order.andpizza.com), we use the LevelUp platform (<https://www.thelevelup.com/>). We do not process, record or maintain your credit card or bank account information. For more information on how payments are handled, or to understand the data security and privacy afforded such information, please refer to the



LevelUp terms of service (<https://www.thelevelup.com/terms>) and privacy policy (<https://www.thelevelup.com/privacy>).

## **11) Suspension and Termination Rights**

&pizza reserves the right, at its sole discretion, immediately and without notice, to suspend or terminate your access to the Site for any reason, including without limitation any breach by you of these Terms. You agree that &pizza shall not be liable to you or any third party for any such suspension or termination.

## **12) Disclaimer**

THE SITE AND CONTENT AND THE INFORMATION, SERVICES, PRODUCTS OFFERED FOR SALE AND MATERIALS AND ACTIVITIES CONTAINED IN OR ADVERTISED ON THE SITE, INCLUDING WITHOUT LIMITATION TEXT, GRAPHICS AND LINKS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, &PIZZA AND ITS SUPPLIERS AND RELATED PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, PRODUCTS AND MATERIALS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Without limiting the foregoing, you are responsible for taking all necessary precautions to insure that any Content or access to the Site is free of viruses or other harmful code

## **13) Limitation on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, &PIZZA AND ITS RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY

OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE SITE, USE, INABILITY TO USE OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS AND MATERIALS AVAILABLE FROM THE SITE. IN NO EVENT SHALL &pizza OR ANY OF ITS AFFILIATED ENTITIES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THESE ENTITIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF &pizza ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR THE SITE SHALL NOT EXCEED FIFTY DOLLARS (U.S.).

**Exclusions and Limitations:** Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

#### **14) Governing Law and Disputes**

These Terms shall be governed by, and will be construed under, the laws of the State of New York, U.S.A., without regard to choice of law principles. You irrevocably agree to the exclusive jurisdiction by the federal and state courts located in or for New York City in the State of New York, U.S.A., to settle any dispute which may arise out of, under, or in connection with these Terms, as the most convenient and appropriate for the resolution of disputes concerning these Terms. Any cause of action or claim you may have with respect to these Terms, &pizza, the Site or its Content must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

The Site is controlled within the United States of America. Those who choose to access the Site from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable.

&pizza does not represent that the Site or Content are appropriate outside the United States of America.

### **15) Force Majeure**

&pizza shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control or unforeseen circumstances such as acts of nature or God, fire, flood, earthquake, accidents, strikes, war, terrorism, governmental act, failure of common carriers (including without limitation Internet service providers and web hosting providers), or shortages of transportation facilities, fuel, energy, labor or materials.

### **17) Miscellaneous**

These Terms set forth the entire understanding and agreement between you and &pizza with respect to the subject matter hereof. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. &pizza's failure to act with respect to any failure by you or others to comply with these Terms does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of &pizza, and any assignment or transfer in violation of this provision shall be null and void. There are no third party beneficiaries to these Terms.

## PRIVACY POLICY // LAST REVISED 6.16.17

IMA PIZZA LLC. (“**Company**”) is committed to protecting your privacy. We have prepared this Privacy Policy to describe to you our practices regarding the Personal Data (as defined below) we collect from users of our website, located at [www.andpizza.com](http://www.andpizza.com), our mobile application (“**Application**”), and our widgets (collectively, the “**Site**”) and online services (“**Services**”). When using our mobile Application, which is operated by SCVNGR, Inc., doing business as LevelUp, this Privacy Policy is supplemented by LevelUp’s privacy policy at <https://www.thelevelup.com/privacy>

If you have any questions or concerns or complaints about our Privacy Policy or our data collection or processing practices, or if you want to report any security violations to us, please contact us at the

**A Note About Children.** We do not intentionally gather Personal Data from visitors who are under the age of 13. If a child under 13 submits Personal Data to Company and we learn that the Personal Data is the information of a child under 13, we will attempt to delete the information as soon as possible. If you believe that we might have any Personal Data from a child under 13, please contact us at [connect@andpizza.com](mailto:connect@andpizza.com).

**A Note to Users Outside of the United States.** If you are a non U.S. user of the Site, by visiting the Site and providing us with data, you acknowledge and agree that your Personal Data may be processed for the purposes identified in the Privacy Policy. In addition, your Personal Data may be processed in the country in which it was collected and in other countries, including the United States, where laws regarding processing of Personal Data may be less stringent than the laws in your country. By providing your data, you consent to such transfer.

1. **Types of Data We Collect.** So we are clear in this Privacy Policy, when we use “**Personal Data**”, we mean data that allows someone to identify or contact you, including, for example, your name, address, telephone number, e-mail address, as well as any other non-public information about you that is associated with or linked to any of the foregoing data. “**Anonymous Data**” means data that is not associated with or linked to your Personal Data; Anonymous Data does not, by itself, permit the identification of individual persons. We collect Personal Data and Anonymous Data, as described below.

*Personal Information You Provide to Us.*

- We may collect Personal Data from you, such as your first and last name, gender, e-mail and mailing addresses, gender, and password when you create an account for our Services (“**Account**”).
- We retain information on your behalf, such as past orders through your Account. When you place an order on the site to pick up in one of our stores, we collect information necessary to process your order. However, all credit card information on the Site or Services is processed by service providers, and we will not have access to or see your credit card information as part of such transaction.
- If you use our Services on your mobile device, including through our Application(s), we may collect your phone number and the unique device id number.
- If you tell us where you are (e.g., by allowing your mobile device to send us your location), we may store and use that information to provide you with location-based information and advertising. If you want to deactivate this feature, you can either reinstall the Application(s) or deactivate GPS on your mobile device.
- Our mobile homepage lets you store preferences like your location, safe search settings, and favorite widgets. We may associate these choices with your ID or the mobile device, and you can edit these preferences at any time on our mobile homepage.
- When connecting to our Services via a service provider that uniquely identifies your mobile device, we may receive this identification and use it to offer extended services and/or functionality.

- Certain Services may require our collection of your phone number. We may associate that phone number to your mobile device identification information.
- If you provide us feedback or contact us via e-mail, we will collect your name and e-mail address, as well as any other content included in the e-mail, in order to send you a reply.
- We may also collect Personal Data, such as at other points in our Site that state that Personal Data is being collected. If you tell us where you are, we may store and use that information to provide you with location-based information.

#### *Information Collected via Technology.*

- Information Collected by Our Servers. To make our Site and Services more useful to you, our servers (which may be hosted by a third party service provider) collect information from you, including your browser type, operating system, Internet Protocol (“**IP**”) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit.
- Log Files. As is true of most websites, we gather certain information automatically and store it in log files. This information includes IP addresses, browser type, Internet service provider (“**ISP**”), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information to analyze trends, administer the Site, track users’ movements around the Site, gather demographic information about our user base as a whole, and better tailor our Services to our users’ needs. For example, some of the information may be collected so that when you visit the Site or the Services again, it will recognize you and the information could then be used to serve advertisements and other information appropriate to your interests. Except as noted in this Privacy Policy, we do not link this automatically-collected data to Personal Data.
- Cookies. Like many online services, we use cookies to collect information. “**Cookies**” are small pieces of information that a website sends to your computer’s hard drive while you are viewing the website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Site. This

type of information is collected to make the Site more useful to you and to tailor the experience with us to meet your special interests and needs.

- **Google Analytics.** We use Google Analytics to help analyze how users use the Site. Google Analytics uses Cookies to collect information such as how often users visit the Site, what pages they visit, and what other sites they used prior to coming to the Site. We use the information we get from Google Analytics only to improve our Site and Services. Google Analytics collects only the IP address assigned to you on the date you visit the Site, rather than your name or other personally identifying information. We do not combine the information generated through the use of Google Analytics with your Personal Data. Although Google Analytics plants a persistent Cookie on your web browser to identify you as a unique user the next time you visit the Site, the Cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to the Site is restricted by the Google Analytics Terms of Use and the Google Privacy Policy.
- *Information Collected from Third Party Companies.* We may receive Personal and/or Anonymous Data about you from companies that provide our Services, including LevelUp, the provider of our mobile application. These third party companies may supply us with Personal Data. We may add this information to the information we have already collected from you via our Site and Services.
- *Mobile Services.* We may also collect non-personal information from your mobile device if you have downloaded our Application. This information is generally used to help us deliver the most relevant information to you. Examples of information that may be collected and used include your geographic location, how you use the Application(s), and information about the type of device you use. In addition, in the event our Application(s) crash on your mobile device, we will receive information about your mobile device model software version and device carrier, which allows us to identify and fix bugs and otherwise improve the performance of our Application(s). This information is sent to us as aggregated information and is not traceable to any individual and cannot be used to identify an individual.

## 1. Use of Your Personal Data.

In general, Personal Data you submit to us is used either to respond to requests that you make, or to aid us in serving you better. We use your Personal Data in the following ways:

- Administer your Account;
- Fulfill your orders, including by communicating them to our local stores;
- Provide you with Services and customer support;
- Tailor the features of the Site or Services to you;
- Respond to your requests, resolve disputes and/or troubleshoot problems;
- Verify your compliance with your obligations in our terms of use and/or other agreements you may have executed with us; and
- Communicate with you about the Site and the Services.

We may create Anonymous Data records from Personal Data by excluding information (such as your name) that makes the data personally identifiable to you. We use this Anonymous Data to analyze request and usage patterns so that we may enhance the content of our Services and improve Site navigation. We reserve the right to use Anonymous Data for any purpose and disclose Anonymous Data to third parties in our sole discretion.

1. **Disclosure of Your Personal Data.** We disclose your Personal Data as described below and as described elsewhere in this Privacy Policy.
  - **Third Parties Designated by You.** When you use the Services, the Personal Data you provide will be shared with the third parties that you authorize to receive such information.
  - **Third Party Service Providers.** We may share your Personal Data with our third party service providers that help us provide Services that we offer you through our Site and/or Services.
  - **Affiliates.** We may share some or all of your Personal Data with our parent company, subsidiaries, joint ventures, or other companies under a common control ("**Affiliates**"), in which case we will require our Affiliates to honor this Privacy Policy.



- **Corporate Restructuring.** We may share some or all of your Personal Data in connection with or during negotiation of any merger, financing, acquisition or dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets. In the event of an insolvency, bankruptcy, or receivership, Personal Data may also be transferred as a business asset. If another company acquires our company, business, or assets, that company will possess the Personal Data collected by us and will assume the rights and obligations regarding your Personal Data as described in this Privacy Policy.
  - **Social Networking Sites.** Some of our Services may enable you to post content to SNSs (e.g., Facebook or Twitter). If you choose to do this, we will provide information to such SNSs in accordance with your elections. You acknowledge and agree that you are solely responsible for your use of those websites and that it is your responsibility to review the terms of use and privacy policy of the third party provider of such SNSs. We will not be responsible or liable for: (i) the availability or accuracy of such SNSs; (ii) the content, products or services on or availability of such SNSs; or (iii) your use of any such SNSs.
  - **Other Disclosures.** Regardless of any choices you make regarding your Personal Data (as described below), Company may disclose Personal Data if it believes in good faith that such disclosure is necessary (a) in connection with any legal investigation; (b) to comply with relevant laws or to respond to subpoenas or warrants served on Company; (c) to protect or defend the rights or property of Company or users of the Site or Services; and/or (d) to investigate or assist in preventing any violation or potential violation of the law, this Privacy Policy, or our terms of use.
1. **Third Party Websites.** Our Site may contain links to third party websites. When you click on a link to any other website or location, you will leave our Site and go to another site and another entity may collect Personal Data or Anonymous Data from you. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of your Personal Data after you click on links to such outside websites. We encourage you to read the privacy policies of every website you visit. The links to third party websites or locations

are for your convenience and do not signify our endorsement of such third parties or their products, content or websites.

1. **Your Choices Regarding Your Information.** You have several choices regarding use of information on our Services:
  - **Email Communications.** When you create an Account and provide your email address, we will periodically send you administrative e-mails, free newsletters, and e-mails that directly promote the use of our Site or Services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly (please see contact information below). Despite your indicated e-mail preferences, we may send you service related communications, including notices of any updates to our terms of use or Privacy Policy. If you wish to opt out of administrative emails, you must delete your account entirely and cease use of the Service.
  - If you decide at any time that you no longer wish to accept cookies from our Service for any of the purposes described above, then you can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. Consult your browser’s technical information. If you do not accept cookies, however, you may not be able to use all portions of the Service or all functionality of the Service. If you have any questions about how to disable or modify cookies, please let us know at the contact information provided below.
  - **Changing or Deleting Your Personal Data.** You may review, update, correct or delete the Personal Information in your Account by contacting us. If you completely delete all of your Personal Information, then your account may become deactivated. We will use commercially reasonable efforts to honor your request. We may retain an archived copy of your records as required by law or for legitimate business purposes. Please remember, however, if we have already disclosed some of your Personal Data to third parties, we cannot access that Personal Data any longer and cannot force

the deletion or modification of any such information by the parties to whom we have made those disclosures.

**1. Security of Your Personal Data.**

- For online payments we use the payment services of Level UP (<https://www.thelevelup.com>). We do not process, record or maintain your credit card or bank account information. For more information on how payments are handled, or to understand the data security and privacy afforded such information, please refer to <https://www.levelup.com>.
- Company is committed to protecting the security of your Personal Data. We use a variety of industry-standard security technologies and procedures to help protect your Personal Data from unauthorized access, use, or disclosure. We also require you to enter a password to access your Account information. Please do not disclose your Account password to unauthorized people. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while Company uses reasonable efforts to protect your Personal Data, Company cannot guarantee its absolute security.

- 1. Changes to This Privacy Policy.** This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy at <http://andpizza.com/privacy-policy> and we will change the “Last Revised” date above. You should consult this Privacy Policy regularly for any changes.