



Website Terms of Use

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ACCEPTANCE OF TERMS OF USE

These are the terms of use of the Classi-Co. Foods, Inc. and its affiliate's (Pizza Joe's) Website. BY USING, VISITING OR BROWSING THIS WEBSITE (collectively, including all content available through the PizzaJoes.com domain name, the "Pizza Joe's Website" or the "Website") operated by Classi-Co. Foods ("Pizza Joe's"), YOU SIGNIFY YOUR CONSENT TO ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, NOTICE, WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to these Terms of Use, you should not use the Pizza Joe's Web site. These Terms of Use are an ongoing contract between you and Pizza Joe's and apply to your use of the Pizza Joe's Website. These Terms of Use affect your rights and you should read them carefully.

ABILITY TO ACCEPT TERMS OF SERVICE

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Pizza Joe's Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Pizza Joe's Website. Talk to your parents about what sites are appropriate for you.

PIZZA JOE'S WEBSITE USERS

These Terms of Service apply to all users of the Website, including users who are also contributors of video content, information, and other materials or services on the Website. The Website may contain links to third party websites that are not owned or controlled by Pizza Joe's. Pizza Joe's has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Pizza Joe's will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve Pizza Joe's from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each website that you visit.

CHANGES TO TERMS OF USE

Pizza Joe's reserves the right, from time to time, with or without notice to you, to change these Terms of Use in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by clicking on the "Terms of Use" link located at the bottom of the pages of the Pizza Joe's Website. The most current version of the Terms of Use will supersede all previous versions. Your use of the Pizza Joe's Website after changes are made means that you agree to be bound by such changes.

PRIVACY AND PERSONAL INFORMATION

Pizza Joe's is committed to protecting the privacy of the personal information you provide to us on our Website. Any information submitted on the Pizza Joe's Web site is subject to our Privacy Policy, the terms of which are incorporated herein. Please review the [Privacy Policy](#) to understand our practices.

WEBSITE ACCESS

A. Pizza Joe's hereby grants you permission to use the Website as set forth in this Terms of Service, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without Pizza Joe's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

B. In order to access some features of the Website, you may have to create an account. You may never use another's account without permission. When creating an account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your accounts, and you must keep your account password secure. You must notify Pizza Joe's immediately of any breach of security or unauthorized use of your account. Although Pizza Joe's will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Pizza Joe's or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to the Pizza Joe's servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, Pizza Joe's grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indexes of the materials, but not caches or

archives of such materials. Pizza Joe's reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

D. The Pizza Joe's Website may link to sites not maintained by or related to Pizza Joe's. Hypertext links are provided as a service to users and are not sponsored by or affiliated with this Website or Pizza Joe's. Pizza Joe's has not reviewed the sites hyper-linked to or from this Website and is not responsible for the content of any other site. These links are to be accessed at the user's own risk. Pizza Joe's makes no representations or warranties about the content, completeness, or accuracy of these links or the sites hyper-linked to this Website. Furthermore, Pizza Joe's does not implicitly endorse third-party sites hyper-linked to this Website.

USER SUBMISSIONS

A. The Pizza Joe's Website may now or in the future permit the submission of photos, audio files, videos or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Pizza Joe's does not guarantee any confidentiality with respect to any submissions. You agree that Pizza Joe's may publish your name and User Submission on the Pizza Joe's Website or in other press releases or media items.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Pizza Joe's to all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. User agrees that any name registrations become the property of Pizza Joe's and Pizza Joe's may use such submissions in any manner in the sole discretion of Pizza Joe's. For clarity, you retain all of your ownership rights in your other User Submissions. However, by submitting the User Submissions to Pizza Joe's, you hereby grant Pizza Joe's a perpetual worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Website and the Pizza Joe's (and it's successor's) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each recipient of any User Submission a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service.

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights,

including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Pizza Joe's all the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Pizza Joe's or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate a law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. Pizza Joe's does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Pizza Joe's expressly disclaims any and all liability in connection with User Submissions. Pizza Joe's does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Pizza Joe's will block and remove all Content and User Submissions if properly notified that such Content or User Submissions infringes on another's intellectual property rights. Pizza Joe's reserves the right to remove Content and User Submissions without prior notice. Pizza Joe's will also terminate a User's access to its Website, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity twice and/or has had a User Submission removed from the Website. Pizza Joe's also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Pizza Joe's may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion. In addition, you agree that you will not email any of your User Submissions or links to your User Submissions to individuals with whom you are not acquainted.

D. In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C.512©(3) for further detail):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. 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;
- c. 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 the service provider to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available an electronic mail;
- e. A statement that you have 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
- f. A statement that the information in the notification is accurate, and under penalty or perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Pizza Joe's' designated Copyright Agent to receive notification of claimed infringement is: Jessica Seminara, Copyright Agent, Classi-Co Foods, 275 Commerce Avenue, New Castle, PA 16101, email: jessicat@pizzajoes.com, fax: 724-658-6063. For

clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Pizza Joe's Customer Service. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

E. You understand that when using the Website, you may be exposed to User Submissions from a variety of sources, and that Pizza Joe's is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal and equitable rights or remedies you have or may have against Pizza Joe's with respect thereto, and agree to indemnify and hold Pizza Joe's, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

YOUR ACCOUNT

If you use the Pizza Joe's Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer; and you agree to accept responsibility for all activities that occur under your account and password. The Pizza Joe's Website sells products to adults who can purchase with a credit card. If you are under 18, you may use the Pizza Joe's Website only with involvement of a parent or guardian. Pizza Joe's and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion.

INTELLECTUAL PROPERTY RIGHTS

The content of the Pizza Joe's Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Pizza Joe's, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without prior written consent of the respective owners. Pizza Joe's reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying any Content or enforce limitations on use of the Website or the Content therein.

WARRANTY DISCLAIMER

You agree that your use of the Pizza Joe's website shall be at your sole risk. To the fullest extent permitted by law, Pizza Joe's, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the website and your use thereof. Pizza Joe's makes no warranties or representations about the accuracy or completeness of this site's content or the content of any sites linked to this site and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of

content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our Website, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our Website by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Pizza Joe's Website. Pizza Joe's does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Pizza Joe's Website or any hyperlinked website or featured in any banner or other advertising, and Pizza Joe's will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

LIMITATION OF LIABILITY

In no event shall Pizza Joe's, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stores therein, (iv) any interruption or cessation of transmission to or from our Website, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Website by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Pizza Joe's Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Pizza Joe's shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

The Website is controlled and offered by Pizza Joe's from its facilities in the United States of America. Pizza Joe's makes no representations that the Pizza Joe's Website is appropriate or available for use in other locations. Those who access or use the Pizza Joe's Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

INDEMNITY

You agree to defend, indemnify and hold harmless Pizza Joe's, its parent corporations, affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Website.

GENERAL

You agree that: (i) the Pizza Joe's Website shall be deemed solely based in Pennsylvania; and (ii) the Pizza Joe's Website shall be deemed a passive website that does not give rise to personal jurisdiction over Pizza Joe's, either specific or general. These Terms of Service shall be governed by the internal substantive laws of the State of Pennsylvania, without respect to its conflict of law principles. Any claim or dispute between you and Pizza Joe's that arises in whole or in part from the Pizza Joe's Website shall be decided exclusively by a court of competent jurisdiction located in Lawrence County, Pennsylvania. These Terms of Service, together with the Pizza Joe's Website Privacy Notice and any other legal notices published by Pizza Joe's on the Website, shall constitute the entire agreement between you and Pizza Joe's concerning the Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and the failure by Pizza Joe's to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Pizza Joe's reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Pizza Joe's Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. You and Pizza Joe's agree that any cause of action arising out of or related to the Pizza Joe's Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

ASSIGNMENT

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Pizza Joe's without restriction.

CONTACTING US

If you have any questions about our Terms of Use, please use the form on our [Contact Us](#) page or through the information listed below:

PIZZA JOE'S CORPORATE CENTER

275 Commerce Avenue
New Castle, PA 16101

Toll Free: 1-800-860-5637
Phone: 724-658-1716
Fax: 724-658-6063