

Terms of Use

MARK AND MONICA'S FAMILY PIZZA TERMS OF USE

These Terms of Use ("Terms") govern the use of the Mark and Monica's Family Pizza web site (the "Site") and any web page which is a part of the Site and your purchase of any product or service through the use of the Site. PLEASE READ THEM CAREFULLY AS THEY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND MARK AND MONICA'S FAMILY PIZZA ("MARK AND MONICA'S").

1. ACCEPTANCE OF THE TERMS OF USE

Your use of the Site, including visiting any page which is a part of this Site, and your purchase of any product or service through the use of this Site, constitutes your acceptance of these Terms. You understand and acknowledge that your use of this Site and your purchase of any product or service through the use of this Site are conditioned on your prior acceptance of the terms of this Agreement. You agree to use this Site solely in accordance and compliance with the Terms.

IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THIS SITE OR VISIT ANY PAGE WHICH IS A PART OF THIS SITE OR PURCHASE ANY PRODUCT OR SERVICE THROUGH THE USE OF THIS SITE. THIS AGREEMENT CONTAINS DISCLAIMERS AND LIMITATIONS OF WARRANTIES AND LIABILITIES AND PROVISIONS REGARDING WHERE A LAWSUIT MAY BE BROUGHT.

2. AMENDMENTS TO TERMS OF USE

Mark and Monica's Family Pizza may modify and amend the Terms in any manner at any time by posting a change notice or new or revised Term on the Site. Your continued use of this Site or the purchase of any product or service through the use of the Site constitutes your prior acceptance of any such amendment and the most current version of the Terms posted on the Site. We encourage you to visit the Site regularly to check on any updates or revisions to these Terms.

3. INTELLECTUAL PROPERTY RIGHTS

Except for User Submissions, as defined in Section 8 below, all of the content, arrangement and layout of the Site, including, but not limited to, any trademarks, service marks, product names, package designs, text, art work, graphics, images, buttons, screen shots, music, digitally downloadable files, and other content or copyrightable material, and the compilation of the foregoing (collectively the "Content") are the sole and exclusive property of Mark and Monica's Family Pizza. The Site also contains valuable trademarks and service marks owned and used by Mark and Monica's Family Pizza which distinguish Mark and Monica's Family Pizza quality products and services. Any unauthorized use of the Content or Mark and Monica's Family Pizza is strictly prohibited and may violate civil or criminal laws, including, but not limited to, copyright laws, trademark laws, and the laws of privacy and publicity.

4. USE OF SITE

You are hereby granted a limited, non-exclusive, revocable permission to access and use the Site and the Content for your personal, noncommercial use, subject to these Terms. Mark and Monica's Family Pizza can revoke this permission at any time with or without cause and with or without notice. You shall not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit the Site or the Content for any other purposes whatsoever without the prior written consent of Mark and Monica's Family Pizza. 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 further agree not to circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict the use or the copying of any Content. You further agree not to display or use any Content in any manner that is likely to cause confusion among consumers, that disparages or discredits Mark and Monica's Family Pizza, that dilutes the strength of Mark and Monica's Family Pizza trademarks, or that otherwise infringes Mark and Monica's Family Pizza intellectual property rights.

Mark and Monica's Family Pizza reserves all rights not expressly granted in and to the Site and the Content.

5. PRIVACY AND PERSONAL INFORMATION

You may be asked to provide certain personal information in connection with setting up user accounts or using other features offered on the Site. Mark and Monica's Family Pizza is committed to protecting the privacy of

the personal information you provide to us. Any information submitted on the Site is subject to and governed by our Privacy Policy, the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.

6. USER ACCOUNTS

In order to access certain features on the Site, you must register and establish an account with us. When creating your account, you must provide accurate and complete information. You are solely responsible for (i) maintaining the security and confidentiality of your account and your account password; (ii) restricting access to your computer and your account; and (iii) keeping your email address listed on your account current. You are solely responsible and liable for all activities, including, without limitation, all purchases of products and services through the use of this Site that occurs under your account or your account password. You must notify Mark and Monica's Family Pizza immediately of any breach of security or unauthorized use of your account. Mark and Monica's Family Pizza will suspend access or change access to your account immediately upon notification by you that your password has been lost, stolen, or otherwise compromised.

You acknowledge and agree that Mark and Monica's Family Pizza may access, preserve, and disclose your account information, all content submitted by you, all communications to and from you, all information relating to your use of this Site, and all information relating to the use of this Site (collectively "User Communications") under your account or account password if Mark and Monica's Family Pizza is required to do so by law or legal process or if Mark and Monica's Family Pizza determines, in its sole discretion, that such action is necessary to protect the rights of Mark and Monica's Family Pizza, third parties, and other users of the Site, or for purposes of administering transactions through the Site or responding to your request for customer service. You further acknowledge and agree that Mark and Monica's Family Pizza has the right to monitor and review your use of the Site and all of your User Communications.

Mark and Monica's Family Pizza may terminate your account if we believe, using our sole discretion, that you have violated any of these Terms or any law.

7. CHILDREN AND OUR SITE

Children under the age of 13 are not permitted to register or set up an account to use the features of our Site such as signing up for coupons, e-mail notifications, online sweepstakes, or chat rooms and message boards. Please refer to our Privacy Policy for information on the types of information we collect in the registration process from children that are between the ages of 13 and 17. Users of the Site affirm that they are either more than 18 years of age, or age of majority in their jurisdiction of residence, or if they are between the ages of 13 and 17, possess sufficient legal parental or guardian consent, and are fully able and competent to accept and agree to and abide by these Terms.

8. USER SUBMISSIONS

The Site may now or in the future permit the submission of text, 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. Mark and Monica's Family Pizza does not guarantee any confidentiality with respect to any User Submissions, whether or not such User Submissions are posted or otherwise published on the Site or elsewhere. You acknowledge and agree that Mark and Monica's Family Pizza may publish your name and User Submission on the Site or in any other media or format, including, but not limited to, in press releases or media items.

You retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Mark and Monica's Family Pizza, you hereby grant Mark and Monica's Family Pizza a perpetual, irrevocable, 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 Site and in any other media or formats, whether now known or hereafter developed, and for any purpose, including, without limitation, the advertising and promotion of the Mark and Monica's Family Pizza (and its successor's) business and the Site. You also hereby grant each recipient of any User Submission a non-exclusive license to access your User Submissions through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Site and under these Terms.

You agree that any User Submission you provide shall comply with the following rules ("Posting Rules"):

- User Submissions shall not include any material that is protected copyright, trademark, trade secret, or patent, or is 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 Mark and Monica's Family Pizza all of the license rights granted herein.
- User Submissions shall not contain any false or misleading statements or any misrepresentations of any nature, or false or fictitious names, and or in any way attempt to impersonate another person.
- User Submissions shall not contain 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 any law, or is otherwise inappropriate.
- User Submission shall not contain any advertisements for any business or solicitations of business.

Mark and Monica's Family Pizza does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Mountain Mike's expressly disclaims any and all liability in connection with User Submissions. Mark and Monica's Family Pizza reserves the right, at its sole discretion, but is not obligated, to monitor any and all User Submissions, messages, postings, or other content sent to the Sites, and reserves the right to remove, modify, delete or to refuse to post any User Submission or anything else that Mark and Monica's Family Pizza in its sole discretion views to be in violation of these Posting Rules, the law, or is otherwise inappropriate. Mark and Monica's Family Pizza may also terminate a user's access or account for uploading material in violation of these Posting Rules or the Terms 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.

You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. You represent and warrant that: (i) your User Submissions do not violate any copyright, trademark, trade secret, patent or other intellectual property right, or any right of privacy or publicity of any third party, or any applicable law, rule or regulation, or any of the Posting Rules; (ii) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Mark and Monica's Family Pizza to post, publish, reproduce, display and otherwise exercise all rights in your User Submissions, including, but not limited to, the written consent, release, and/or permission of each and every identifiable individual person featured or referenced in the User Submission to use their name, voice, likeness or any other applicable personal rights of any kind.

9. COUPON AND OTHER OFFERS

Mark and Monica's Family Pizza may from time to time offer coupons, discounts and other offers ("Offers") on the Site. Such Offers are only valid at participating locations and only for such duration as may be specified on such Offer. Offers may not transferred, modified, sold, bartered, reproduced, or distributed without the express written authorization of Mountain Mike's. All Offers are void where prohibited by law.

10. PRODUCT AND PRICE INFORMATION

The Site may contain photos, images and descriptions of products and services offered through the Mark and Monica's Family Pizza descriptions, photos and other information) on its Site is timely and accurate, it cannot assure the absolute veracity and completeness of that information as errors may find their way into the Site, and prices, product and service descriptions and product and service descriptions may change. Any errors or inaccuracies are unintentional.

In addition, various technological factors may also affect the presentation of products and services. The image resolution of the camera, computer display technology, browser type and other factors may all affect the quality of the product presentation. Slight variations in color are possible and likely. It is possible that the actual product may vary from the way it is depicted on the Site.

11. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. This Site is provided on an "as is, as available" basis, and to the fullest extent permissible by applicable law, Mark and Monica's Family Pizza disclaims any warranty of any kind, whether expressed or implied, as to any matter whatsoever relating to these Sites, including without limitation the merchantability or fitness for any particular purpose.

MARK AND MONICA'S FAMILY PIZZA 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 THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, OR (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY.

12. THIRD PARTY PRODUCTS AND LINKS

This Site may from time to time show or refer to third-party products and services, or provide links to third party websites. The Site may also contain references to other company brand and product names ("Third Party Marks"). Any use of such Third Party Marks is for identification purposes only and may be the trademarks of their respective owners. Their use is not intended to be any indication of sponsorship, affiliation or endorsement by such third party owners.

MARK AND MONICA'S FAMILY PIZZA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. AND MOUNTAIN MIKE'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.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL MARK AND MONICA'S FAMILY PIZZA, ITS PARENT CORPORATIONS, AFFILIATES, FRANCHISEES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ("MARK AND MONICA'S FAMILY PIZZA PARTIES"), BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY ACCESS TO OR USE OF OUR SITE OR ANY CONTENT POSTED THEREON, ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR USER SUBMISSIONS, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, 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 MARK AND MONICA'S FAMILY PIZZA 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.

14. INDEMNITY

You agree to defend, indemnify and hold harmless the Mark and Monica's Family Pizza Parties 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 Site; (ii) your violation of these Terms; (iii) your violation of any third party right, including without limitation any copyright, intellectual property, or publicity 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 and your use of the Site.

15. ELECTRONIC COMMUNICATIONS.

You consent to receive electronic communications from Mark and Monica's Family Pizza either in the form of emails sent to you at the email address listed on your account or by communications posted on this Site. You acknowledge and agree that any electronic communication in the form of such email or posting on this Site shall satisfy any legal requirement that such communication be in writing.

16. GENERAL PROVISIONS

This Site is intended for persons that reside within the United States of America. Mark and Monica's Family Pizza makes no representations or warranties that the Site or any Content or Offers provided herein are valid or appropriate for use outside of the United States. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

This agreement has been entered into in the state of California and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of California, without giving effect to its conflicts of law principles. You consent to the exclusive jurisdiction of the federal and/or state courts of the State of California in regard to any dispute arising out or relating to these Terms.

These Terms set forth the entire understanding between you and Mark and Monica's Family Pizza with respect to its subject matter.

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