

## Terms of Use

Please read these Terms of Use carefully before you access this website. By accessing this website ([www.pontillospizza.com](http://www.pontillospizza.com), "Website") and any materials presented on it, you acknowledge and agree to be bound by all of the following terms and conditions pertaining to the Website. If you do not agree to all of the terms and conditions of these Terms of Use, then you must not access the Website.

## Privacy

Pontillo's is committed to protecting the privacy of the personal information collected by or submitted to us on our Website. Personal information includes any information you may provide to us, including but not limited to your name, address, telephone number, e-mail addresses or credit card information.

By visiting our Website, you acknowledge and agree that you have read this policy and agree to its terms, conditions and practices. If you do not agree to all of the terms, conditions and practices set forth herein, do not access our Website or any of its pages.

## Collecting Your Information

Every time you come to the Pontillo's Website, our servers collect basic technical information. Generally, your e-mail address and all other personal information is collected only when you voluntarily provide that data while registering for activities such as online ordering.

## Using Your Information

The information you provide helps Pontillo's understand how you use our Website. This allows us to recognize your needs and continue to make the improvements that are important to you and our customers. Pontillo's and its affiliates may use your information to respond to specific requests and to send notices, offers and solicitations that may take the form of U.S. mail, telephone calls, e-mail and other methods of contact. From time to time, we may offer promotions or special opportunities on our Website. When you use a promotion or respond to such opportunity, we will require the submission of your name, e-mail address and postal address. We will use this personally identifiable information for purposes of managing the promotion or opportunity in accordance with its rules.

## Other Sites

Pontillo's Website may contain links to other sites on the Web. Unless otherwise expressly stated in the terms and conditions of use for such websites, all such websites are not owned, operated or controlled by Pontillo's and shall be governed by their own terms and conditions and privacy policy and not this Policy. We cannot control and are not responsible for the privacy practices or content of such other Websites. We encourage you to read the privacy statements of each and every Website that collects personally identifiable information.

## Security

We have reasonable and appropriate security measures in place to attempt to protect against the loss, misuses, and alteration of your personally identifiable information under our control. In all cases, we have taken reasonable steps to confirm the information is retained in secured facilities and that reasonable measures have been implemented for protection from unauthorized access. However, no security system is impenetrable. We cannot guarantee the security of our Website or databases, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet. We ask that you do your part by maintaining the strict confidentiality of any computer passwords you use to access the Internet or this Website.

### Refunds

Pontillo's is committed to providing the best experience possible for our customers. Our customers are encouraged to share their experiences with the individual location they are visiting. Please contact individual store locations regarding all refunds.

### Delivery

We are committed to providing the best service and delivery possible. Our website users should expect that the use of this website is for facilitating ordering and sharing of information for our customer's use.

### Revisions

We may revise this Privacy Policy from time to time. Changes to this Policy will be effective when posted. In case of a material change to the Policy, we will provide notice on the Website of any update to the Policy and post the updated Policy. You are responsible for reviewing the current policy when you visit our site. Your continued use of this Website is an acknowledgment and consent to any terms contained in this Policy, as it may be amended from time to time. We will use information in accordance with the privacy policy under which the information was collected. Even if you are no longer a customer, our Privacy Policy will continue to apply to the information you provided us. By visiting our Website, you acknowledge and agree that you have read this Policy and agree to the collection, use and other processing of your information in accordance with the practices described in this Policy. If you do not agree to all of the terms, conditions and practices set forth herein, you should cease use of the site immediately.

### No Warranty

Pontillo's assumes no responsibility for, and makes no warranties that, functions contained on this Website will be uninterrupted or error-free, that defects will be corrected or that this Website or the server that makes it available will be free of viruses or other harmful components. Pontillo's shall not be liable for any damages to, viruses that may infect, or services, repairs or corrections that must be performed on, your computer on account of your accessing this Website.

### Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL PONTILLO'S OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, PRINCIPALS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES, INCLUDING

DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN ANY WAY RESULTING FROM THE USE OF OR INABILITY TO USE THIS WEBSITE OR ANY DELAY IN USING THIS WEBSITE OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SUCH LIMITATIONS APPLY EVEN IF PONTILLO'S OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, PRINCIPALS, AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IF YOU LIVE IN A U.S. STATE OR A FOREIGN COUNTRY THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.