

# LEGAL AND PRIVACY

Thank you for visiting PYRO'S online. This Legal and Privacy Policy describes how PYRO'S Company, LLC. and its subsidiaries and affiliated companies (collectively, "PYRO'S", "we" or "our") collect, use and disclose personal information of visitors to our websites, users of our online services and others to whom we expressly provide that this Legal and Privacy Policy will apply.

## INFORMATION WE COLLECT

PYRO'S only obtains personally identifiable information such as your name, email address and payment card or other information when you provide it voluntarily. For example, personal information may be collected from you to:

- respond to your comments regarding a PYRO'S restaurant, our websites, or other aspects of PYRO'S;
- register you for our mailing lists or as a user of online or mobile products or services we offer, or to register you for promotions or offers conducted through our websites or mobile campaigns;
- transmit payment information for online or mobile orders;
- respond to job inquiries and job applications submitted by you; and
- respond to other information submitted by you to any of our websites or through any of our campaigns or online forms.

This information will be used for the purposes for which you provide it. We may also use this information to communicate with you from time to time for other purposes, such as to create personalized promotions by combining your personal information with non personal information about you, such as the amounts and types of purchases you make or any benefits you receive through our programs.

In addition to personally identifiable information about you, PYRO'S may collect aggregated data or anonymized data that does not directly identify you. For example, we may automatically collect website use information, such as information about your Internet service provider, your operating system, browser type, domain name, Internet protocol (IP) address, your access times, the website that referred you to us, the Web pages you request, and the date and time of those requests.

Some areas of the Site require registration for use. In those instances, we require that you register information with us. You must complete the registration process by providing us with current, complete, accurate

information as prompted by the form(s). You further agree to maintain or promptly update any registration information in order to keep it true, accurate, and correct.

As a general practice, we do not sell your personally identifiable information to third parties. We may access, use, or disclose your personally identifiable information to operate, maintain, service, or improve our site. Generally, personal information that you provide through our Site is information we may seek to enhance our customers experience in PYRO'S restaurants or the PYRO'S Site.

We use third-party suppliers and service providers to facilitate our Site and may take personal information available to them to the extent necessary for site hosting.

PYRO'S is concerned about the safety and privacy of all its users, particularly children. PYRO'S will not knowingly collect information from users under the age of 13. If you are under the age of 13, please do not provide us with any personal information.

#### **CALIFORNIA'S DO NOT TRACK NOTICE**

PYRO'S does not support Do Not Track browser settings and does not currently participate in any Do Not Track frameworks that would allow any of our sites to respond to signals or other mechanisms from you regarding the collection of your personal information. However, our sites do not track any personally identifiable information on our sites unless you intentionally provide it to us (such as when you create an account, opt-in to our marketing lists, or make a purchase).

#### **TERMS OF USE.**

Welcome to the PYRO'S Fire Fresh Pizza™ website, <http://www.pyrospizza.com/> (the "Site"). By using this website, you agree to be bound by the terms and conditions set forth in these terms of use. If you do not agree to the terms of use, please do not use the Site. This Policy describes how PYRO'S Company, LLC. and its subsidiaries and affiliated companies (collectively, "PYRO'S", "we" or "our") collect, use and disclose personal information of visitors to our websites, users of our online services and others to whom we expressly provide that this Policy will apply. PYRO'S may from time to time modify or revise the terms by updating the site. Please periodically check the terms of use for changes. Your continued use of this site constitutes your agreement to follow and be bound by the Terms of Use, including any changes we have made.

## **PROPRIETARY RIGHTS AND RESTRICTIONS.**

This Site and its content, including without limitation all informational text, headers, custom graphics and button icons, photographs, audio, video, messages, files, documents, sound, images, or other materials (collectively referred to as “content”) are the property of PYRO’S Company, LLC. and/or its affiliates or licensors. The Site is protected by U.S. and international copyright laws.

The Site and its contents are intended solely for personal, noncommercial use by the users our Site. The content on the Site may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, including by email or other electronic means. Any modification of the content, use of the content on any website or networked computer environment, or use of content for any purpose other than personal, noncommercial use is a violation of the copyright, trademark, and other proprietary rights in the content and is strictly prohibited.

## **LINKS.**

This site may contain links to websites operated by other parties. The linked sites are not under control of PYRO’S, and PYRO’S is not responsible for the content available on any other websites linked to ours. You acknowledge and agree that your access or use of any linked site is at your own risk.

## **SUBMISSIONS.**

We appreciate your comments, feedback and remarks. By submitting content to the Site, including remarks, suggestions, ideas, graphics, or other information communicated to us through you, the submission will become our property, including future rights associated with such submissions. You acknowledge that you are responsible for the material you submit, and you, not us, have full responsibility for the message, including reliability, appropriateness, originality, and copyright.

## **EMAIL SUBMISSIONS.**

Email submissions may not be secure over the Internet. Please consider this fact before emailing any personal or confidential information.

## **CONTACTING YOU.**

Occasionally, we may send you email communication to provide information or offers that we think may be of interest to you. You may choose not to receive additional email from us by following the “unsubscribe” procedures in the email you may receive.

## **EMPLOYMENT OPPORTUNITIES.**

The positions listed via this Site may be subject to different terms and conditions including but not limited to benefits, employment policies, etc. Any postings on this site do not represent an offer for employment. Any offer must be made by an authorized representative of PYRO'S.

## **ONLINE ORDERING, RETAIL, AND GIFT CARDS.**

We may use third-party service providers to facilitate the online ordering, shopping, or gift card ordering services that we make available through the Site. The information you submit while placing an online order, retail shopping, or gift card order, including your name, address, phone number, and credit card information, may be collected by our third-party service provider. PYRO'S will not share this information with other third parties. We require that our online ordering, retail shopping, and gift card service providers maintain your information on a secure server and use industry-standard technology and security procedures for all payment processing. The products and services that we and our service providers offer are entirely voluntary. It is your choice to purchase these products and to participate in our feedback surveys.

## **OUR LIMITATIONS.**

We respect your privacy. Due to existing legal and technical fluctuations, however, we cannot ensure that your personally identifiable information will not be disclosed to third parties in ways not described in this policy. We may disclose such information to third parties as we believe necessary or appropriate in connection with any merger or consolidation with or sale of our assets. We may also be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. Additionally, we can (and you authorize us to) disclose any information about to private entities, law enforcement, or other government officials as we believe necessary or appropriate to address to resolve inquiries or problems.

## **GOVERNING LAW, LOCATIONS AND MISCELLANEOUS.**

You agree that the terms of use are governed by the laws of the State of Tennessee (notwithstanding any conflict of law principles). If any provisions of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the terms and shall not affect the validity and enforceability of any remaining provisions. These terms are effective unless and until terminated by PYRO'S Company, LLC. No waiver by

either party for any breach or default hereunder shall be a waiver of any preceding or subsequent breach or default. The section headings are for convenience only.

You agree to indemnify, hold harmless, and release us, and each of our respective subsidiaries, affiliates, agents, licensees, employees and third parties against any and all claims, damages, cost and expenses (including attorney's fees) arising from and related to your use of the Site, and any content contained in the Site and/or any transaction you enter into with a third party based on information or contacts obtained from the site.