

INTRANET TERMS OF USE

Date of Last Update: February 15, 2024

Welcome to the The PIE, The Pizza Factory "Intranet" website for franchisees (the "**Intranet**").

THESE INTRANET TERMS OF USE, together with any documents they expressly incorporate by reference (these "**Terms of Use**") are agreed to by and between Pizza Factory, Inc., a California corporation, having an address at 49430 Road 426, Suite D, Oakhurst, CA 93644 ("**Pizza Factory**," "**we**," "**us**," and "**our**") and you, or the entity on whose behalf you are agreeing to these Terms of Use.

These Terms of Use apply to those of you who are (1) employees and authorized third-party users employed or contracted by and/or otherwise associated with Pizza Factory; (2) Pizza Factory franchise owners to whom Pizza Factory has given Intranet access rights ("**Franchise Owners**"); (3) certain third-party individuals authorized solely by Pizza Factory to access the Intranet ("**3rd Parties**"); and (4) employees of the Franchise Owners to whom Franchise Owners have requested Pizza Factory to grant Intranet access rights ("**Franchise Users**").

Unless you have entered into a separate written agreement with Pizza Factory regarding the Intranet, these Terms of Use are the complete and exclusive agreement between you and Pizza Factory regarding your access to and use of the Intranet and supersede any oral or written proposal, quote, or other communication between you and Pizza Factory regarding your access to and use of the Intranet.

SECTION 18 OF THESE TERMS OF USE CONTAIN PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED. IN PARTICULAR, THE ARBITRATION AGREEMENT IN THAT SECTION WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT OUT. IN ADDITION: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, AND NOT IN ANY CLASS OR REPRESENTATIVE PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. PLEASE SEE SECTION 18 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

BY ACCESSING THIS SITE AND/OR UTILIZING THE INFORMATION PROVIDED, YOU AGREE THAT YOU ACCEPT AND ARE BOUND BY THESE TERMS OF USE. YOU SHALL NOT USE THE INTRANET IN ANY WAY THAT INVOLVES A FAILURE TO ABIDE BY THESE TERMS OF USE.

GENERAL PROVISIONS

- 1. DEFINITIONS.** Words and phrases used in these Terms of Use have the definitions given in these Terms of Use or, if not defined herein, have their plain English meaning as commonly interpreted in the United States.
- 2. TERM.** These Terms of Use are entered into as of the date you first access or use the Intranet and are coterminous with the expiration or termination of your mutually executed agreement with us regarding the franchising of any restaurant locations (the "**Franchise Agreement**"), meaning that when the Franchise Agreement expires or terminates for any reason, these Terms of Use and the applicable Franchise Owner's Intranet access(as well as those of all Franchise Users) shall automatically end. If you do have a Franchise Agreement with us, these Terms of Use shall continue until otherwise terminated as permitted herein.
- 3. INTRANET ACCESS.** By obtaining a password for and logging on to the Intranet, you acknowledge and agree that we have authorized you to access the Intranet. Franchise Owners must be in good standing under their Franchise Agreement to access the Intranet or to permit Franchise Users to access the Intranet. If we determine that a Franchise Owner is in default under the Franchise Agreement, we may suspend access to the Intranet by the Franchise Owner and any Franchise Users until the Franchise Owner cures the default.
- 4. FEES.** Although we do not currently charge a fee for the Intranet, we reserve the right to charge an access fee and/or fees for specific services available through the Intranet.

5. **MODIFICATIONS.** We may modify the Intranet and these Terms of Use at any time, whether by making those modifications available through the Intranet or by providing notice to you. Any modifications will be effective immediately upon posting them on the Intranet or notification to you by other means. You may cease using the Intranet or terminate these Terms of Use at any time if you do not agree to any modification; however, by continuing to use the Intranet, you accept and are bound by all modifications.

6. **Unlawful or Prohibited Uses of the Services.** The Intranet may only be used for lawful purposes in accordance with these Terms of Use. As a condition of your use of the Intranet, you represent and warrant to us that you will not use the Intranet for any purpose that is unlawful or prohibited by these Terms of Use. Whether on behalf of yourself or on behalf of any third party, you will not:

6.1 Interfere or disrupt networks connected to the Intranet;

6.2 Use or attempt to use any device, software, or routine which interferes with the proper functioning of the Intranet or any transactions being offered through the Intranet;

6.3 Transmit files, data, or other materials containing a computer virus, corrupted data, worm, "Trojan Horse," or other instruction or design that would erase data or programming or cause the Intranet or any equipment or system to become inoperable or incapable of being used in the full manner for which it was designed;

6.4 Take any action that imposes an unreasonable or disproportionately large load on the Intranet infrastructure;

6.5 Deliver any communication to or through the Intranet which violates any local, state, federal or international law;

6.6 Make any commercial use of the Intranet other than in furtherance of your obligations under the Franchise Agreement (if applicable);

6.7 Download, copy or transmit any content from the Intranet for the benefit of any third party;

6.8 Misrepresent your identity, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Intranet;

6.9 Conduct fraudulent activities through the Intranet;

6.10 Use the Intranet to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including others' privacy rights or rights of publicity; and

6.11 Harvest or collect personally identifiable data about other users of the Intranet.

7. **Accounts.** Before using the Intranet, you are required to establish an account (an "**Account**"). Approval of your request to establish an Account will be at our sole discretion. Each Account and the user identification and password for each Account (the "**Account ID**") is personal in nature. You may not distribute or transfer your Account or Account ID or provide a third party with the right to access your Account or Account ID. You are solely responsible for all use of the Intranet through your Account. You will ensure the security and confidentiality of your Account ID and will notify us immediately if any Account ID is lost, stolen or otherwise compromised. Any activities completed through your Account or under your Account ID will be deemed to have been done by you. You may not: (1) select or use an Account ID of another user with the intent to impersonate that User; and (2) use an Account ID that we, in our sole discretion, deem offensive. Franchise Owners may give their Franchise User access to the Intranet via their request to Pizza Factory and Pizza Factory's creating the Account to then be provided to the Franchise User. If you are a Franchise Owner, you are responsible for providing us with accurate and complete Account registration information for yourself and each Franchise User. You agree to notify us promptly of any changes in such information provided to us. Each authorized user can only have one access username and password.

8. **OUR CONTENT.**

8.1 The Intranet and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, software, and business processes (collectively, **"Our Content"**), are the owned or licensed property of Pizza Factory or our suppliers or licensors and are protected by copyright, trademark, and other intellectual property rights of the United States, as well as international conventions and the laws of other countries (collectively, **"IPR"**). Pizza Factory and our suppliers and licensors expressly reserve all IPR in all Our Content. You are solely responsible for verifying the accuracy, completeness, and applicability of all Our Content and for your use of any of Our Content. Except as set forth in these Terms of Use, you are granted no licenses or rights in or to any of Our Content, or any IPR therein or related thereto. For the sake of clarity, Pizza Factory® is a registered trademark of Pizza Factory, Inc.

8.2 Subject to your compliance with these Terms of Use, you may view Our Content, solely as presented on the Intranet, in furtherance of any permitted uses of the Intranet. You will not directly or indirectly use any of Our Content for any other purpose. You will not, and will not permit any third party to: (a) alter, modify, copy, reproduce, publish, or create derivative works of any of Our Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of Our Content; or (c) alter, obscure, or remove any copyright, trademark, or any other notices that are provided on or in connection with any of Our Content.

8.3 You may browse through the Intranet and download manuals, material, and other items of Our Content available through the Intranet's financial and operations tools, solely for use in the operation of your franchise. All copyright, trademark, and other notices must be kept intact on all of Our Content. You may not reproduce or allow others to reproduce any of Our Content, and you shall not make any of Our Content available to any person without our prior approval. You shall not attempt to alter or modify Our Content, except as part of your use of the Intranet financial and operations tools.

8.4 We may, in our sole discretion, immediately terminate your access to the Intranet if your conduct fails to conform with any provision of this Section 8.

9. **YOUR CONTENT.**

9.1 We welcome any content or information you upload to the Intranet, as necessary to access and use it in accordance with these Terms of Use (collectively, **"Your Content"**). You are solely responsible for all Your Content that you provide through the Intranet. You represent and warrant to us that neither Your Content nor the use of Your Content by us as permitted herein will: (a) violate these Terms of Use or any applicable laws, rules, or regulations; (b) be libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (c) constitute an infringement or misappropriation of the IPR or other rights of any third party; (d) be illegal in any way or advocate illegal activity; (e) be an advertisement or solicitation of any kind; or (f) be false, misleading, or inaccurate. We are not responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Your Content. We are not responsible for the use or disclosure of any personal information that you voluntarily disclose in connection with any of Your Content. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, in our sole discretion: (i) monitor Your Content; and (ii) alter, remove, or refuse to upload any of Your Content to the Intranet.

9.2 As between you and us, you retain ownership of Your Content. However, in addition to any other rights granted to us under these Terms of Use, by providing Your Content through the Intranet, you grant us and our authorized representatives and contractors a non-exclusive, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, transmit, copy, and delete Your Content, in each case in order to provide the Intranet and fulfill any other of our obligations under these Terms of Use. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this Section 9.2.

10. **THIRD-PARTY SERVICES; THIRD-PARTY LINKS.**

10.1 We may provide you with the ability to access services developed, provided, or maintained by third-party service providers through the Intranet (**"Third-Party Services"**). Third-Party

Services may integrate with, pull content from, or add content to the Intranet. In addition to these Terms, your access to and use of any Third-Party Services is also subject to any other agreement to which you may agree before being given access to the Third-Party Services (each, a “**Third-Party Service Agreement**”). The terms of any Third-Party Service Agreement will apply to the applicable Third-Party Services provided under that Third-Party Service Agreement in addition to these Terms of Use.

10.2 The Intranet may contain links and interactive functionality interacting with the websites of third parties. We are not responsible for, and have no liability for, the functionality, actions, inactions, settings, privacy policies, terms, or content of any such third-party website. Before enabling any sharing functions of the Intranet to communicate with any such third-party website or otherwise visiting any such third-party website, we strongly recommend that you review and understand the terms and conditions, privacy policies, and settings of each such third-party website. The links and interactive functionality for third-party websites through the Intranet do not constitute an endorsement by us of such third-party websites. YOUR USE OF THIRD-PARTY WEBSITES IS AT YOUR OWN RISK.

11. **TERMINATION AND SUSPENSION.** We may immediately suspend or terminate these Terms of Use and your access to your Account and the Intranet if: (a) you are in default under these Terms of Use or your Franchise Agreement; (b) your Franchise Agreement expires or terminates; (c) you sell or transfer your franchise to a new owner; or (d) we decide to stop operating the Intranet. We will give you notice of such suspension or termination. We will not be liable to you or any third party for suspension or termination of these Terms of Use or your access to your Account and the Intranet. We may also terminate any Franchise User's Account and access to the Intranet if they fail to use the Intranet at least once during any 30-day period. Provisions which by their inherent meanings are to survive the termination of these Terms of Use will so survive. Without limiting the foregoing, we may also suspend or terminate your access to your Account and the Intranet upon any of your conduct deemed by us to be inappropriate or detrimental to Pizza Factory, the Intranet, or any third party.

12. **CONFIDENTIALITY OF OUR INFORMATION.** Except for Your Content, all information on the Intranet, including Account IDs, which by the nature of its disclosure would be understood to be confidential or proprietary is deemed to be our confidential information and/or trade secrets. You must honor all of the provisions of the Franchise Agreement, or if not applicable any other confidentiality agreement you have entered into with us, relating to trade secrets and confidential information with respect to all of our confidential information and trade secrets disclosed on the Intranet. This means, among other things, that you may not disclose your Account ID or any other information on the Intranet (other than Your Content), including the Intranet's domain name or URL, to any person whom we have not authorized to have that information. Your violation of these provisions in this Section 12 is a breach of the Franchise Agreement. You must take the precautions that we periodically specify to protect our confidential information. If you learn of a breach of the confidentiality of an Account ID assigned to you or your Franchise Users or other employees (if applicable), or any breach of security through an account, you must report it to us immediately at communications@pizzafactoryinc.com. Your confidentiality obligations continue even if your access to the Intranet ends.

13. **REPRESENTATIONS AND WARRANTIES.** You hereby represent and warrant to us that: (1) you have the legal right and authority to enter into these Terms of Use; (2) these Terms of Use form a binding legal obligation on your behalf; (3) you have the legal right and authority to perform your obligations under these Terms of Use and to grant the rights and licenses described in these Terms of Use; and (4) your access to, and use of, the Intranet and Your Content, will comply with all applicable laws, rules, regulations, and third-party rights and will not cause us to violate any applicable laws, rules, regulations, or third-party rights.

14. **DISCLAIMERS.** WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE INTRANET WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM UNAUTHORIZED ACCESS, OR OTHERWISE MEET YOUR REQUIREMENTS. THE INTRANET AND ALL OUR CONTENT, TECHNOLOGY, AND OTHER INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE INTRANET (COLLECTIVELY, THE “**MATERIALS**”) ARE PROVIDED BY US ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE MATERIALS, THE ACCURACY OR COMPLETENESS OF THE

MATERIALS, OR THAT THE MATERIALS ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE MATERIALS IS AT YOUR SOLE RISK. WE DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE. Each Franchise Owner or Franchise User is responsible for implementing sufficient procedures to satisfy the particular requirements for protection of his or her own system and/or accuracy of data, and for maintaining a means to reconstruct lost data.

15. INDEMNITY. You hereby agree to indemnify, defend, and hold harmless us and our officers, directors, members, managers, shareholders, affiliates, employees, agents, contractors, providers, licensees, successors-in-interest, and assigns ("**Indemnified Parties**") from any and all claims, suits, demands, actions, losses, liabilities, damages, judgments, settlements, fines, penalties, fees, expenses and costs (including attorneys' fees and court costs) (collectively, "**Claims**") arising in any manner from: (1) your access to, or use of, the Materials; (2) Your Content; (3) your or any of employees' or agents' breach of any representation, warranty, or other provision of these Terms of Use; (4) your or any of your employees' or agents' negligence or willful misconduct; or (5) any virus, worm, "Trojan Horse," or other contaminating or destructive feature contained in a message from you or any of your employees or agents. We will have the right to participate in the defense of any Claim and hire counsel of our choosing. The Indemnified Parties are third party beneficiaries of these Terms of Use and may enforce them.

16. LIMITATION OF LIABILITY. PIZZA FACTORY, INC., OUR AFFILIATES, AND ANY OTHER SUPPLIERS AND LICENSORS INVOLVED IN CREATING THE INTRANET AND ITS CONTENTS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY CIRCUMSTANCE INVOLVING THE INTRANET OR THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO (1) OUR NEGLIGENCE; (2) ANY USER'S ACCESS TO AND USE OF THE INTRANET; (3) THE UNAVAILABILITY OF THE INTRANET; (4) ERRORS OR INACCURACIES CONTAINED ON THE INTRANET; (5) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER, (6) THE PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION, OR SERVICES; (7) BUSINESS INTERRUPTION, LOSS OF YOUR CONTENT, LOSS OF REVENUES OR PROFITS, OR LOSS OF OPPORTUNITY; (8) BUGS, VIRUSES, OR OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE MATERIALS; OR (9) BREACHES, THEFT, OR UNAUTHORIZED DISCLOSURE OF ANY INFORMATION OR DATA TRANSMITTED TO, ON, OR THROUGH THE MATERIALS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE THAT WE WOULD NOT ENTER INTO THESE TERMS OF USE OR PERMIT YOU TO USE THE MATERIALS WITHOUT THESE LIMITATIONS ON OUR LIABILITY, AND YOU ACCEPT THESE LIMITATIONS ON OUR LIABILITY. TO THE EXTENT A COURT FINDS ANY PORTION OF THIS SECTION 16 UNENFORCEABLE, YOU AGREE THE REMAINING PORTIONS OF THIS SECTION 16 ARE STILL ENFORCEABLE AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. DATA PRIVACY. You acknowledge that you have read and understood our Privacy Policy, which is available here: <https://www.pizzafactory.com/privacy/>. Notwithstanding anything in the Privacy Policy, we will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from your access to, and use of, the Intranet. To the extent any such non-personally identifiable data or information is collected or generated by us, the data and information will be solely owned by us and may be used by us for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated form, without directly identifying you or any other entity or natural person as the source thereof.

18. RESOLVING OUR DISPUTES; AGREEMENT To ARBITRATE. You and Pizza Factory agree that any dispute that has arisen or may arise between us relating in any way to your use of or access to the Materials, any validity, interpretation, breach, enforcement, or termination of these Terms of Use, or otherwise relating to Pizza Factory in any way (collectively, "**Covered Dispute Matters**") will be resolved in accordance with the provisions set forth in this Section 18. **NO PROVISIONS OF THIS SECTION 18 WILL APPLY TO YOU IF YOU HAVE SEPARATELY NEGOTIATED DISPUTE RESOLUTION PROVISIONS WITH US IN A FRANCHISE AGREEMENT, AND IN SUCH CASE, THE DISPUTE RESOLUTION PROVISIONS OF**

THE FRANCHISE AGREEMENT WILL GOVERN YOUR AND OUR RESOLUTION OF DISPUTES UNDER THESE TERMS OF USE.

18.1 Informal Resolution. If you have any dispute with us, you and we agree that before taking any formal action, you will contact us at communications@pizzafactoryinc.com, provide a brief, written description of the dispute and your contact information (including your email address associated with your Account, if your dispute relates to an Account) and allow sixty (60) days to pass, during which we will attempt to reach an amicable resolution of any issue with you.

18.2 Applicable Law. You and we agree that these Terms of Use and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act applies and it governs the interpretation and enforcement of the arbitration rules and arbitration proceedings.

18.3 Arbitration. Any and all Covered Dispute Matters must be asserted individually in binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with its rules then in effect (“**Rules**”). You and we agree the arbitration will be conducted by a single arbitrator and that the arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. You and we agree that the arbitrator, and not any federal, international, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including any claim that all or any part of these Terms of Use are void or voidable or a particular claim is subject to arbitration. The arbitrator will apply the governing law set forth in these Terms of Use to any such arbitration and shall have the power to award any remedy available at law or in equity; provided, however, that the arbitrator shall have no jurisdiction to amend these Terms of Use or grant any relief not permitted herein or beyond the relief permitted herein. For matters where the relief sought is over \$5,000, the arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitration shall take place in Madera, California, however desk, phone, or video conference proceedings may be utilized where appropriate and permitted to mitigate costs of travel. Payment of all filing, administration, arbitrator fees and other costs of arbitration will be governed by the AAA’s Rules, unless otherwise stated in this agreement to arbitrate. You and we agree that the arbitrator’s award shall be final and binding, and judgment on the arbitrator’s award may be entered in any court of competent jurisdiction.

18.4 Injunctive and Declaratory Relief. Except as provided in Section 18.5 below, the arbitrator shall determine all issues of liability on the merits of any claim asserted by you or us and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we have sought public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration after the party seeking public injunctive relief has first prevailed in arbitration. The parties agree that the litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

18.5 Exceptions to Arbitration. There are only two exceptions to this agreement to arbitrate:

(A) First, if either party reasonably believes that the other party has in any manner violated or threatened to infringe the IPR of the other party, the party whose rights have been violated may seek injunctive or other appropriate interim relief in any court of competent jurisdiction.

(B) Second, each party will retain the right to seek relief in a small claims court for disputes or claims within the scope of the jurisdiction of such courts.

18.6 Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in these Terms of Use to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Pizza Factory prior to the effective date of the amendment. However, the amendment shall apply

to all other Covered Dispute Matters governed by the agreement to arbitrate that have arisen or may arise between you and Pizza Factory. If you do not agree to the amended terms, you may close your account within thirty (30) days of the posting or notification, and you will not be bound by the amended terms.

18.7 Judicial Forum for Legal Disputes. Unless you and we agree otherwise and except for claims in small claims court, in the event that the agreement to arbitrate above is found not to apply to you or to a particular Covered Dispute Matter, either as a result of your decision to opt out of the agreement to arbitrate, or as a result of a decision by the arbitrator or a court order, You agree (except as otherwise provided by law) that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in Madera, California. You and we agree to submit to the exclusive personal jurisdiction and venue of the courts located within Madera, California for the purpose of litigating all such claims or disputes.

18.8 YOU MAY OPT-OUT OF ARBITRATION. IF YOU ARE A NEW USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION (“**OPT-OUT**”) BY EMAILING US AN OPT-OUT NOTICE TO COMMUNICATIONS@PIZZAFACTORYINC.COM (“**OPT-OUT NOTICE**”). THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF THIS AGREEMENT TO ARBITRATE FOR THE FIRST TIME. In order to opt-out, you must email your full name, address (including street address, city, state, and zip code), email address associated with your Account to which the opt-out applies, and an unaltered digital image of your valid driver's license to: communications@pizzafactoryinc.com. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of this Section 18 and the remainder of these Terms of Use continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

18.9 YOU WAIVE CERTAIN RIGHTS. BY AGREEING TO THIS AGREEMENT TO ARBITRATE, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE (A) TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE); (B) TO SERVE AS A CLASS REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES, EVEN IF ARBITRATION IS NOT REQUIRED UNDER THIS AGREEMENT; AND (C) TO A TRIAL BY JURY.

18.10 STATUTE OF LIMITATIONS FOR YOUR CLAIMS. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR YOUR USE OF THE MATERIALS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

19. NOTICES. Unless otherwise specified in these Terms of Use, any notices required or allowed under these Terms of Use will be provided to us by postal mail to the address listed in the Preamble above. We may provide you with any notices required or allowed under these Terms of Use by sending you an email to any email address that you provide to us in connection with your Account, provided that in the case of any notice applicable both to you and other users, we may instead provide such notice by posting it on the Intranet. Notices provided to us will be deemed given when we actually receive them. Notices provided to you will be deemed given twenty-four (24) hours after posting to the Intranet or sending via e-mail, unless (as to e-mail) we are notified that the e-mail address is invalid.

20. GOVERNING LAW. The interpretation of the rights and obligations of the parties under these Terms of Use, including, to the extent applicable, any negotiations, arbitrations, or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of California as such laws apply to contracts between California residents performed entirely within the State of California, without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Use, and the parties hereby disclaim the application thereof.

21. ADDITIONAL TERMS. Except as expressly set forth in these Terms of Use, these Terms of Use may be amended or modified only by a writing signed by both parties. All waivers by us under these Terms of Use are invalid unless they are in writing or later acknowledged by us in writing. Any waiver or failure by us to enforce any provision of these Terms of Use on one occasion will not be deemed a waiver by us of any other provision or of such provision on any other occasion. If any provision of these Terms of Use is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither these Terms of Use nor any of your rights or obligations hereunder may be assigned or transferred by you (in whole or in part and including by sale, merger, consolidation, or other operation of law) without our prior written approval. Any assignment in violation of the foregoing will be null and void. We may freely assign these Terms of Use. The words "include," "includes" and "including" means "include," "includes," or "including," in each case, "without limitation." The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.

INTRANET TERMS OF USE ELECTRONIC COMMERCE THROUGH THE INTRANET

In addition to the General Provisions, the following provisions apply to any electronic commerce transacted through the Intranet:

1. **ELECTRONIC SIGNATURES.** If we make it possible to purchase products or services through the Intranet, and you elect to do so, by engaging in electronic commerce through the Intranet, you acknowledge the adequacy and sufficiency of electronic signatures for the formation of a binding contract.
2. **TERMS OF ELECTRONIC COMMERCE TRANSACTIONS.** Terms of electronic commerce transactions will be governed by any existing vendor/buyer agreements or law, as applicable.
3. **DISCLAIMER OF WARRANTY.** WE MAKE NO WARRANTY THAT ANY INFORMATION, PRODUCT, OR SERVICE AVAILABLE FOR SALE ON THE INTRANET WILL FULFILL A FRANCHISE OWNER'S, FRANCHISE USER'S, OR OTHER USER'S PARTICULAR PURPOSES OR NEEDS.

E-MAIL

In addition to the General Provisions, the following provisions apply to use of e-mail provided by us for use by Franchise Owner or Franchise User:

1. **E-MAIL STORAGE.** We reserve the right to establish a limit on the amount of memory or other computer storage a Franchise Owner or Franchise User may utilize to store e-mail on our servers and/or the amount of time such e-mail may remain on our servers. We assume no responsibility for the deletion of, or failure to store, a Franchise Owner's or a Franchise User's e-mail.
2. **PRIVACY.** Your email account associated with the franchised business is not private and may be accessed by us in our discretion. We have the right to access and search within any email account associated with the operation of your franchised business. If we access or search your email accounts, it is solely for our benefit and not to monitor you or your employees' or agents' activities or to assist with the operation of your franchised business.
3. **EMAIL SIGNATURES.** Your email account must include the following signature line:

[Franchisee name]
Independent owner and operator of Pizza Factory, Inc.

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