

TERMS AND CONDITIONS OF USE

This website is owned by Anthony's Pizza and Pasta International (APPI). APPI provides this website for its customers and other permitted users. The following "Terms and Conditions of Use" (Terms and Conditions) allow APPI to provide our customers with information regarding our products, services and other information which may be used in the normal scope of our business. These Terms and Conditions are important. Please read them. If you do not agree with any of the Terms and Conditions, please do not use our website. Furthermore, Anthony's Pizza and Pasta reserves the right and most certainly will, from time to time, with or without notice to you, change these Terms and Conditions in our sole and absolute discretion. Please refresh your browser often and check for changes.

TERMINATION OF WEBSITE USE

Subject to these Terms and Conditions, APPI grants you a limited, revocable right to access and use the website for your own lawful use only. By using the APPI website, you agree not to modify, remove, or copy any material other than our downloadable PDF menus. The intellectual property contained within this website as well as any other images or content, is solely owned by APPI and its designated licensors if any. APPI has the right to terminate any users of this website at its own discretion.

CUSTOMER ACCOUNT

If you plan to place an order via this website you may set up a user account, however, you may call your local Anthony's to place an order by phone if you choose not to use this sight. Once you have established an account it will be accessible via an authorized e-mail address and a password chosen by the user. Please keep your user name and passwords secure.

AGE LIMITATIONS AND MINOR

The APPI website shall only be used by persons aged 13 or older, and by your use of this website you affirm that you are at least 13 years of age. In addition, if you are under the age of 18, you are only permitted to use this website with the consent of your parents or an adult guardian. APPI will not knowingly allow registration of an account for any person that APPI believes to be younger than 13. We will not collect any personally identifiable information from any persons under the age of 13 and if we discover that we have collected such information, we will eliminate the account and delete this information from our records.

PRICING

APPI and its franchisees, affiliates, licensees and stores strive to maintain accurate information, but occasionally pricing and other information may be incorrect. In the event that a pricing error or other information error might occur, APPI reserves the right to refuse or cancel a pending transaction. In the event that APPI or any of its affiliates mistakenly list an incorrect price or other incorrect information, APPI reserves the right to either refuse or cancel the transaction or charge you the correct price when you come to pick up your order or have it delivered.

TEXT MESSAGING

APPI does, from time-to-time, communicate via text messages, also known as SMS. APPI may offer you the opportunity to receive text messages and participate in marketing programs that use text messaging. If you choose to participate in such promotions, you should be aware that your carrier may charge you text messaging rates for each message sent or received. You may at any time respond "STOP" to any of our text messages and your number will be removed from that program as quickly as possible.

ONLINE ORDERING

The online ordering portion to this website is provided and maintained by a third party. We are not responsible for ANY failure, security breach, pricing issues, or any other issues associated with using a third party. By using the online ordering service you also agree to indemnify any and all claims against APPI and its franchisees, affiliates, licensees and stores regarding the use of online ordering.

TERMINATION OF WEBSITE USE

APPI may terminate your access to this website at any time. Furthermore, your access rights to use this website may also be terminated if you fail to comply with these Terms and Conditions. You agree that APPI will not be liable to you or any third party for any termination of your use of this website for any reason. If your use of our website is terminated for any reason, the provisions relating to Copyrights, Trademark, Warranty Disclaimers, Limitations of Liability, Indemnification and Miscellaneous, shall survive any such termination.

WEBSITE WARRANTY DISCLAIMERS

YOU AGREE THAT YOUR USE OF THIS WEBSITE SHALL BE AT YOUR SOLE RISK. NEITHER APPI NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR HOSTING SERVICES PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOST PROFITS, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, APPI'S PRODUCTS, SERVICES OR THIS WEBSITE, THE PERFORMANCE OR USE OF THIS WEBSITE, OR ANY INFORMATION MADE AVAILABLE THROUGH THIS WEBSITE, EVEN IF APPI OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR HOSTING SERVICES PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW CERTAIN LIMITATIONS OF EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ONLINE PRIVACY POLICY

We are diligent about protecting your privacy and that of other users of this website and the use of this website is subject to our Privacy Policy, which you may review by clicking [here](#).

COPYRIGHTS AND TRADEMARKS

We own the content of the website and you may not copy anything. All trademarks, service marks and trade names and logos of the Company used in this website are trademarks or registered trademarks of APPI. Other marks used on this website that have been posted by APPI are the property of their respective owners and are used on this website under permission.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless APPI, its officers, directors, employees, agents, franchisees, licensees, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from (i) any violation of these Terms and Conditions, (ii) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the website using your user account, (iii) any content or other materials provided or posted by you, or (iv) the violation by you of the rights (including intellectual property rights) of any third party resulting from your use of the website.

THIRD-PARTY LINKS

In an attempt to provide convenience and increased value to our customers and other website visitors, APPI may provide links to websites operated by third parties. However, even if the third party is affiliated with APPI, APPI has no control over these linked websites, all of which have separate terms and privacy practices, independent of APPI. These linked websites are only for your convenience and therefore you access them at your own risk. Nonetheless, APPI seeks to protect the integrity of its website and the links placed upon it and therefore welcomes any feedback on not only its own website, but for websites it links to as well (including if a specific link does not work).

NOTICE AND ADDRESS

APPI may deliver notices to you concerning your activities on this website by means of e-mail, a general notice on the website, or by other reliable method to the address you have provided to APPI. APPI's mailing address is 210 Saint Paul St., Denver, CO 80206. The company's telephone number is (720) 932-1800.