# **Privacy Policy**

At Fabio's Pizza, we respect your privacy and are committed to protecting the personal information that you entrust to us. Our Privacy Policy describes the type of information we collect, how we use that information, and the security measures that we put in place to protect it. We also outline how to contact us should you have any questions about our Privacy Policy or if you wish to remove your personal information from our customer database.

# INFORMATION FABIO'S PIZZA COLLECTS

Each time you place an order with Fabio's Pizza, we collect the personal information that is required to help process and fulfill your pizza order. This personal information includes your name, email, phone number, address, and the details of the Fabio's Pizza products and services you are ordering.

# INFORMATION PROCESSING

Your personal information is stored in our customer database to help us serve you better in the future. We recognize that there are important order and delivery details we need to make note of to ensure we can continually serve you better.

# DISCLOSURE OF PERSONAL INFO:

We retain your personal information in our customer database and we utilize security measures to keep your information safe. We will not share or sell any of your personal information to another company, with the exception of companies that we partner with to manage one of the tasks described within this policy. Any company that we partner with has an obligation to keep the information completely confidential and will not use or disclose your information for any purpose other than those identified in this policy. If you have any questions or concerns about our Privacy Policy or if you wish to have your personal information removed from our database, please contact our Privacy officer in one of the following ways:

EMAIL: fabios35076@gmail.com PHONE: 9053218190 Fabio's Pizza 300 Fourth Ave #4, St. Catharines, ON L2S 0E6

## **General Terms**

We reserve the right to refuse service to anyone, at any time, for any reason. We reserve the right to make any modifications to the website, including terminating, changing, suspending or discontinuing any aspect of the website at any time, without notice. We may impose additional rules or limits on the use of our website. You agree to review the Terms regularly and your continued access or use of our website will mean that you agree to any changes. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of our website or for service, content, feature or product offered through our website.

#### Errors /Omissions

Please note that our website may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice (including after an order has been submitted). Such errors, inaccuracies or omissions may relate to product description, pricing, promotion and availability and we reserve the right to cancel or refuse any order placed based on incorrect pricing or availability information, to the extent permitted by applicable law.

We do not undertake to update, modify or clarify information on our website, except as required by law.

## Disclaimer/ Limitation of Liability

You assume all responsibility and risk with respect to your use of our website, which is provided "as is" without warranties, representations or conditions of any kind, either express or implied, with regard to information accessed from or via our website, including without limitation, all content and materials, and functions and services provided on our website, all of which are provided without warranty of any kind, including but not limited to warranties concerning the availability, accuracy, completeness or usefulness of content or information, uninterrupted access, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. We do not warrant that our website or its functioning or the content and material of the services made available thereby will be timely, secure, uninterrupted or error-free, that defects will be corrected, or that our websites or the servers that make our website available are free of viruses or other harmful components.

The use of our website is at your sole risk and you assume full responsibility for any costs associated with your use of our website. We will not be liable for any damages of any kind related to the use of our website.

In no event will we, or our affiliates, our or their respective content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use, or the performance of, our website or the content or material or functionality through our website, even if we are advised of the possibility of such damages.

Certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you and our liability will be limited to the maximum extent permitted by law. Indemnification

You agree to defend and indemnify us, and hold us and our affiliates harmless,, and our and their respective directors, officers, agents, contractors, and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with your use of our website, your violation of the Terms, or the posting or transmission of any materials on or through the website by you, including but not limited to, any third party claim that any information or materials provided by you infringe upon any third party proprietary rights.

## Agreement

The Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.

#### Waiver

Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

#### Severability

If any of the provisions of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

### Governing Law

Any disputes arising out of or relating to the Terms, the Privacy Policy, use of our website, or our products or services offered on our website will be resolved in accordance with the laws of the Province of Ontario without regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or your access to or use of our website must be brought before the courts of the Province of Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

#### Questions or Concerns

Please send all questions, comments and feedback to us at fabios35076@gmail.com