

# “Terms and Conditions”

## Disclaimer, Privacy Policy, Copyright, Cookies Policy, Linking Policy

### WEBSITE DISCLAIMER

#### No warranties

This website is provided “as is” without any representations or warranties, express or implied. DeLucaspizzeria.com makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, DeLucaspizzeria.com does not warrant that:

    this website will be constantly available, or available at all; or  
    the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

#### Limitations of liability

DeLucaspizzeria.com will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

    [to the extent that the website is provided free-of-charge, for any direct loss;]  
    for any indirect, special or consequential loss; or  
    for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships,  
    loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if DeLucaspizzeria.com has been expressly advised of the potential loss.

#### Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

*If you do not think they are reasonable, you must not use this website.*

#### Other parties

[You accept that, as a limited liability entity, DeLucaspizzeria.com has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against DeLucaspizzeria.com officers or employees in respect of any losses you suffer in connection with the website.]

[Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this website disclaimer will protect DeLucaspizzeria.com officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as DeLucaspizzeria.com

#### Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## PRIVACY STATEMENT

**Your privacy is important to DeLuca's Pizzeria.** This privacy statement provides information about the personal information that DeLuca's Pizzeria collects, and the ways in which DeLuca's Pizzeria uses that personal information.

### Personal information collection on submitted forms:

#### Securing your data

DeLuca's Pizzeria will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information.

**All information collected on our private contact form will never be shared or sold! DeLuca's Pizzeria will store all the personal information you provide securely.**

### Cross-border data transfers:

In addition, personal information that you submit for publication on the website will be published and may be available around the world. You agree to such cross-border transfers of personal information.

### Updating this statement

This site may be updated and this privacy policy may be updated by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

### Other websites

This website contains links to other websites.

DeLuca's Pizzeria is not responsible for the privacy policies or practices of any third party such as Facebook.

### Contact Donna Kudabeck

If you have any questions about this privacy policy or DeLuca's Pizzeria's treatment of your personal information, please write: Webmaster @zowiemarketing.com or Donna Kudabeck-Zowie Marketing: P.O. Box 2707, Hot Springs, AR 71914

## OWNERSHIP of COPYRIGHT

The copyright in this website and the material on this website (including without limitation the text, computer code, artwork, photographs, images, music, audio material, video material and audio-visual material on this website) is owned by Zowie Marketing or DeLuca's Pizzeria [and its licensors]. *The Website, for all intent and purposes from this point on under copyright section will represent the aforementioned two entities.*

### Copyright license

The Website grants to you a worldwide non-exclusive royalty-free revocable license to:

- view this website and the material on this website on a computer or mobile device via a web browser;
- copy and store this website and the material on this website in your web browser cache memory; and
- print pages from this website for your own [personal and non-commercial] use.

**The Website does not grant you any other rights** in relation to this website or the material on this website. In other words, all other rights are reserved.

For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast, use images, or show, or play in public this website or the material on this website (in any form or media) without The Website's prior written permission.

### **Data mining**

The automated and/or systematic collection of data from this website is prohibited.

### **Permissions**

You may request permission to use the copyright materials on this website by writing to [webmaster@zowiemarketing.com](mailto:webmaster@zowiemarketing.com) or sending a letter to Donna Kudabeck-Zowie Marketing: P.O. Box 2707, Hot Springs, AR, 71914.

### **Enforcement of copyright**

**The Website** takes the protection of its copyright very seriously.

If **The Website** discovers that you have used its copyright materials in contravention of the license above, **The Website** may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any use of the copyright materials herein that contravenes or may contravene the license above, please report this by email to [webmaster@zowiemarketing.com](mailto:webmaster@zowiemarketing.com) or by post to aforementioned address.

### **Infringing material**

If you become aware of any material on the website that you believe infringes your or any other person's copyright, please report this by email to [webmaster@zowiemarketing.com](mailto:webmaster@zowiemarketing.com) or by post to aforementioned address and it will be removed. Please allow 2 weeks to respond or remove.

## **COOKIES POLICY**

### **About cookies**

This website uses cookies. By using this website and agreeing to this policy, you consent to Zowie Marketing/DeLuca's Pizzeria's use of cookies in accordance with the terms of this policy.

Cookies are files sent by web servers to web browsers, and stored by the web browsers.

The information is then sent back to the server each time the browser requests a page from the server. This enables a web server to identify and track web browsers.

There are two main kinds of cookies: session cookies and persistent cookies. Session cookies are deleted from your computer when you close your browser, whereas persistent cookies remain stored on your computer until deleted, or until they reach their expiry date.

### **Cookies on our website**

DeLucaspizzeria.com uses the following cookies on this website, for the following purposes:

- Discover use of the site,
- Discover age and interests of visitors, and
- Discover gender of visitors, use of mobile devices, and a general overview of those who visit from around the world.

### **Google cookies**

Zowie Marketing/DeLucas Pizzeria uses Google Analytics to analyse the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store and use this information. **[Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>.]**

### **Refusing cookies**

*Most browsers allow you to refuse to accept cookies.*

*In Internet Explorer, you can refuse all cookies by clicking “Tools”, “Internet Options”, “Privacy”, and selecting “Block all cookies” using the sliding selector.*

*In Firefox, you can adjust your cookies settings by clicking “Tools”, “Options” and “Privacy”.*

*Blocking cookies will have a negative impact upon the usability of some websites.*

## **. LINKING POLICY**

### **Status of linking policy**

DeLuca’s Pizzeria welcomes links to this website [made in accordance with the terms of this linking policy].

[This linking policy is intended to assist you when linking to this website.] OR [By using this website you agree to be bound by the terms and conditions of this linking policy.]

### **Links to this website**

Links pointing to this website should not be misleading.

Appropriate link text should be always be used.

[From time to time the URL structure of this website may be updated, and unless DeLuca’s Pizzeria agrees in writing otherwise, all links should point to DeLucaspizzeria.com

You must not use the DeLucaspizzeria.com logo to link to this website (or otherwise) without DeLuca’s Pizzeria express written permission.

You must not link to this website using any inline linking technique.

You must not frame the content of this website or use any similar technology in relation to the content of this website.

### **Links from this website**

This website includes links to other websites owned and operated by third parties such as Facebook. **These links are not endorsements or recommendations of ads displayed on the site.**

DeLucaspizzeria.com has no control over the contents of third party websites, and DeLuca’s Pizzeria accepts no responsibility for them or for any loss or damage that may arise from your use of them.

### **Removal of links**

You agree that, should DeLuca’s Pizzeria request the deletion of a link to our website that is within your control, you will delete the link promptly.

If you would like DeLucaspizzeria.com to remove a link to your website that is included on this website, please contact Donna Kudabeck using the contact details below. Note that unless you have a legal right to demand removal, such removal will be at

our discretion.]

**Changes to this linking policy**

Zowie Marketing may amend this linking policy at any time by publishing a new version on this website.

**Contact us:**

Should you have any questions about this linking policy, please contact Donna Kudabeck using the details set out below:  
Contact webmaster @zowiemarketing.com should you have any questions. Thank you

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*Thank you*