

Terms and Conditions for ordering online:

My Place Pizza Restaurant
270 E. Northampton Street
Bath, Pa 18014
610-837-8884

Between My Place Pizza Restaurant (hereinafter sometimes referred to as "Restaurant"), and you as customer for online ordering (hereinafter referred to as "you" or "Customer").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS THEN DO NOT ACCESS AND/OR USE THE ONLINE ORDERING (HEREINAFTER NAMED "ONLINE ORDERING APPLICATION"). ACCESS AND/OR USE OF THE ONLINE ORDERING BY YOU SHALL BE DEEMED TO BE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Subject to applicable laws of the Commonwealth of Pennsylvania, My Place Pizza Restaurant may, in our discretion, from time to time amend or otherwise modify the Terms and Conditions for ordering online. It is recommend that you carefully read the Terms and Conditions as they may affect your rights, every time you place an online order.

These Terms and Conditions describe the general online ordering terms and conditions, rights and obligations, between My Place Pizza Restaurant and you as customer.

These Terms and Conditions also apply to online ordering through the online ordering application (hereinafter referred to as the "online ordering application") used by the customer to place an order for food, beverages and services.

The online ordering application is owned and operated by the licensor of the license agreement regarding the use of the application in order to order online. In addition to the Terms and Conditions set forth herein, customer is bound by the license agreement regarding the use of the application to order online.

My Place Pizza Restaurant is committed to ensuring that information relating to online ordering is accurate and reliable. However, My Place Pizza Restaurant does not make any guarantees as to accuracy and/or reliability of information provided for online ordering at any time during the online process. My Place Pizza Restaurant disclaims any warranty or representation of any kind, whether express or implied, as to any matter whatsoever relating to the online ordering, including, without limitation, the availability of the online ordering application and the accuracy and/or reliability of any information provided for online ordering.

My Place Pizza Restaurant may, in its discretion, revise the online ordering application and/or online ordering process and reserves the right to make such revisions at its sole discretion, without any obligation to notify any past, current or prospective customers. AT no time and in no circumstance shall My Place Pizza Restaurant be liable for any direct, indirect, special, incidental, consequential damages, or any damages of any kind, arising out of the use of the online ordering process and any application thereof or the use of any information used, obtained or contained within the online ordering process or any application thereof.

By ordering online, Customer acknowledges and agrees that the use of the online ordering application and/or process will be at the risk of Customer, and My Place Pizza Restaurant shall not be, in any way, responsible and/or liable for any direct, indirect, incidental, special, consequential, or punitive damages, losses, costs or expenses, that result from the use of, or inability to use, the online ordering process and/or any application of the online ordering process (including, but not limited to, any viruses or any other errors or defects or failures in computer transmissions or network communications). My Place Pizza Restaurant shall not be held liable for any changes made to the content of the online ordering application and/or process by unauthorized third parties. All express or implied warranties or representations are excluded to the maximum extent permitted according to the laws of the Commonwealth of Pennsylvania.

The online ordering application and/or online ordering process may include content, information or links to third parties or third party sites. My Place Pizza Restaurant shall not be responsible for the content of any such sites, nor for the content provided by any third parties. All links shall be accessed at the Customer's/user's own risk and MY Place Pizza Restaurant makes no representations or warranties about the content, completeness, or accuracy of these links or the sites linked to this ordering online application. You agree to hold harmless and relieve My Place Pizza Restaurant from any liability whatsoever arising from your use of information from a third party or your use of any third-party website.

Except as otherwise expressly provided, all information relating to the online ordering application are property of, and available with the permission of, the licensor of the license agreement regarding the use of the application for ordering online and may not be copied, distributed, or reproduced or transmitted in any form or by any means, whether electronic, mechanical, photocopying, recording or otherwise, without prior written permission of the licensor.

The content contained in the online ordering application and/or process, including but not limited to, food products, available services, names and trademarks, and any other content, are proprietary to My Place Pizza Restaurant, are protected, and cannot be used in any way by anyone without the express written consent of My Place Pizza Restaurant.

If you choose to order online instead of using the online ordering application, you may be asked to provide full contact details and/or to create an account and you may need to accept cookies. You must keep your data confidential and must not disclose it to anyone.

The acceptance of any order for any of the products and/or services shall be at the sole discretion of My Place Pizza Restaurant. My Place Pizza Restaurant reserves the right, at its sole discretion, to refuse any service, terminate your access to the online ordering application and/or online ordering process, remove or edit any content or accept your order without prior notice to you.

The online ordering application must only be used by persons over the age of eighteen (18) years, as the minimum legal age as permitted by the laws of the Commonwealth of Pennsylvania, or otherwise under the supervision of an adult or guardian.

Any food products and/or services provided through the online ordering application and/or online ordering process, are provided on an "as is" and "if available" basis and My Place Pizza Restaurant expressly excludes any warranties, conditions, representations or other terms with

respect to the online ordering application or the online ordering process, or the content or products displayed on it, whether express or implied.

The pictures of food selections are for presentation and description only. Actual ordered products may have differences (e.g. color, form, etc.) that do not appear on the photos presented. My Place Pizza Restaurant is not liable for any product differences.

Delivery orders are subject to the following requirements:

1. Correct delivery address located within the defined delivery area.
2. Availability of My Place Pizza Restaurant being online to accept online orders.
3. On-line orders may be subject to a minimum amount per order

Online orders, once placed, cannot be modified or cancelled, except in accordance with the Return & Refund Policy set forth within this website.

(THESE PROVISIONS ONLY APPLY TO DELIVERY. NOT SURE IF THAT IS PART OF THIS ONLINE PROCESS)

My Place Pizza Restaurant does not guarantee the delivery time of all orders. Delivery time may be affected by weather, traffic or other unforeseen circumstances outside of the control of My Place Pizza Restaurant. Delivery service may be temporarily unavailable in selected areas due to bad weather or unforeseen circumstances.

Customer agrees to accept delivery of the food products delivered at the agreed time and place of delivery. If customer, or a representative of Customer, is not present to take delivery of the online order at the address given in the online order, Customer will be charged for the full amount of the online order and no refund will be provided for any reason.

Any use or download of any software service/software is at the sole risk of the Customer. If you have any concerns regarding the suitability of the software service/software to be used and/or downloaded for your personal device, My Place Pizza Restaurant recommend that you obtain specialist advice before using and/or downloading it. My Place Pizza Restaurant will not be responsible or liable for issues arising regarding the suitability and/or use of any software service/software.

Customer is responsible for maintaining the confidentiality of customer's personal details, password and payment details. Customer agrees to accept full responsibility for all of customer's activities in relation with the online ordering (application).

In the event that any provision of these terms of agreement is and/or becomes void, illegal, invalid or inapplicable, it shall not affect the validity or the applicability of the other terms of agreement, and all other terms of agreement shall continue to be in full force and effect.

These Terms and Conditions do not affect Customer's statutory rights.

My Place Pizza Restaurant shall not be held liable for any damages arising out of its supply of food products, and in particular shall not be responsible for any loss or damage, arising directly or indirectly out of or in connection with any part of the online ordering process. My Place Pizza Restaurant shall not be held liable for any circumstances over which My Place Pizza Restaurant

has no control, nor any circumstances which My Place Pizza Restaurant could not avoid by the exercise of reasonable care. My Place Pizza Restaurant shall not be held liable for any direct, indirect or unforeseeable loss suffered or incurred by Customer. My Place Pizza Restaurant's responsibility shall not exceed the total price charged for the online order.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and any dispute arising out of or in connection with these shall be settled by the competent court of law of Northampton County, Pennsylvania.

My Place Pizza Restaurant reserves the right to suspend the use of the online ordering application and/or process if Customer breaches the Terms and Conditions set forth herein, or any other provisions of the online ordering process.