# TERMS OF USE

These Terms of Use affect your rights and you should read them carefully.

## ACCEPTANCE OF TERMS OF USE

These Terms of Use govern your use of the content and functions available through the papajohns.com domain name and other websites and apps on which these terms reside or are linked from (collectively the "Platform") that are operated by Papa John’s International, Inc. ("Papa John’s"). By using, visiting, or browsing the Platform, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the Platform. These Terms of Use are an ongoing contract between you and Papa John’s and apply to your use of the Papa John’s Platform.

## CHANGES TO TERMS OF USE

Papa John’s reserves the right, from time to time, with or without notice to you, to change these Terms of Use in our sole and absolute discretion. The most current version of the Terms of Use will supersede all previous versions. Your use of the Papa John’s Platform after changes are made means that you agree to be bound by such changes.

## PRIVACY AND PERSONAL INFORMATION

On certain areas of our Platform, you may be given the ability to provide us with personally identifiable information. Please read our Privacy Policy for more information about our information collection and use practices, which Policy applies to information you submit on this Platform.

## YOUR ACCOUNT

In order to access some features of the Platform, you will have to create an account. If you register an account on the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. You must notify Papa John’s immediately of any breach of security or unauthorized use of your account. Although Papa John’s will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Papa John’s or others due to such unauthorized use.

The Platform sells products to adults, who can purchase with a credit card. If you are under 13, you may browse the Platform but you may not register an account, purchase goods or participate in any offers or promotions. Papa John’s reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

Your account includes membership in the Papa Rewards program. By creating and using your account, you agree to the [Terms and Conditions](https://www.papajohns.com/papa-rewards-terms-and-conditions/) of the Papa Rewards program. When creating your account, you must provide accurate and complete information. You may never use another's account without permission.

## THIRD-PARTY CONTENT

These Terms of Use apply to all users of the Platform, including users who are also contributors of video content, information, and other materials or services on the Platform. The Platform may contain links to third party Platforms that are not owned or controlled by Papa John’s. Papa John’s has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party platforms. In addition, Papa John’s will not and cannot censor or edit the content of any third-party site. By using the Platform, you expressly release Papa John’s from any and all liability arising from your use of any third-party Platform. Accordingly, when you leave the Platform or submit information to a third-party platform accessible from this Platform, the terms and conditions and privacy policy of that other platform will apply.

Platform Access. Papa John’s hereby grants you permission to use the Platform as set forth in these Terms of Use, provided that:

1. your use of the Platform as permitted is solely for your personal, noncommercial use;
2. you will not copy or distribute any part of the Platform, including content on the Platform provided by Papa John’s or its licensors, including graphics, images, text, digitally downloadable files, trademarks, logos, product and program names, or slogans (“Papa John’s Content”), in any medium without Papa John’s prior written authorization;
3. you will not alter or modify any part of the Platform other than as may be reasonably necessary to use the Platform for its intended purpose;
4. you will not use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful;
5. you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
6. you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; and (vii) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment; and
7. you will otherwise comply with the terms and conditions of these Terms of Use.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Platform in a manner that sends more request messages to the Papa John’s servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Papa John’s grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Papa John’s reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Platform, nor to use the communication systems provided by the Platform for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Platform with respect to their user submissions.

## LIMITATION OF LIABILITY

THIS PLATFORM (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION CONTAINED HEREON) IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS PLATFORM OR ANY INFORMATION OR SOFTWARE THEREIN. IN NO EVENT SHALL PAPA JOHN’S, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR PLATFORM, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR PLATFORM BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PAPA JOHN’S PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PAPA JOHN’S IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT PAPA JOHN’S SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF USER OR ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

Papa John’s makes no representations about the reliability of the features of this Platform, the content, or any other Platform feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. Papa John’s makes no representations regarding the amount of time that any content will be preserved.

The Platform is controlled and offered by Papa John’s from its facilities in the United States of America. Papa John’s makes no representations that the Papa John’s Platform is appropriate or available for use in other locations. Those who access or use the Papa John’s Platform from other jurisdictions do so at their own volition and are responsible for compliance with local law.Indemnity. You agree to defend, indemnify and hold harmless Papa John’s, its parent corporations, affiliates officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

1. your use of and access to the Platform;
2. your violation of any term of these Terms of Use;
3. your violation of any third party right, including without limitation any copyright, property, or privacy right; or
4. any claim that one of your user submissions is offensive, defamatory, obscene or otherwise objectionable or caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Platform.

## APP PLATFORM USERS

The use of the app Platform requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You are required to send and receive, at your cost, electronic communications related to the Platform, including without limitation, administrative messages, service announcements, diagnostic data reports, and Platform updates, from Papa John’s, your mobile carrier or third party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the Platform. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Platform, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Platform.

Papa John’s may, at its discretion, automatically download Platform updates to your device from time to time. You agree to accept these Platform updates, and to pay for any costs associated with receiving them. The Platform may not work with all devices or all mobile carriers. Papa John’s makes no representations that the Platform will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Platform, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

## USERS OF THE APPLE PLATFORM

If you download and use our iPhone or iPad App: You, the end-user of this Platform, acknowledge that this agreement is entered into by and between Papa John’s and you and not with Apple, Inc., and Apple, Inc. is not responsible for the Platform and/or its content. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of this agreement and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce this agreement. You acknowledge that Apple, Inc. has no obligation whatsoever to maintain or support the Platform. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html> and <http://www.apple.com/legal/itunes/us/terms.html#APPS>). This agreement incorporates by reference the Licensed Application End User License Agreement (the "LAEULA") published by Apple, Inc. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of this Agreement, the Platform is considered the "Licensed Application" as defined in the LAEULA and Papa John’s is considered the "Application Provider" as defined in the LAEULA. If any terms of this Agreement conflict with the terms of the LAEULA, the terms of this agreement shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Platform (including, without limitation, a third party claim that the Platform infringes that third party's intellectual property rights) or your use or possession of the Platform, including but not limited to:

1. product liability claims;
2. any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and
3. claims arising under consumer protection or similar legislation.

## ABILITY TO ACCEPT TERMS OF USE.

You affirm that you are either more than 13 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Papa John’s Platform is not intended for children under 13. If you are under 13 years of age, then please do not use the Papa John’s Platform - there are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

## MISCELLANEOUS

These Terms of Use will be governed by and construed in accordance with the internal laws of Kentucky without regard to conflicts of laws principles. By using this site, you hereby agree that any and all disputes regarding these Terms of Use will be subject to the courts located in Jefferson County, Kentucky. These Terms of Use operate to the fullest extent permissible by law. If Papa John’s fails to act with respect to your breach or anyone else's breach on any occasion, Papa John’s is not waiving its right to act with respect to future or similar breaches. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement between you and Papa John’s regarding the use of the Platform.

[View Privacy Policy](https://www.papajohns.com/privacy-policy.html)