

TERMS OF USE – ONLINE ORDERING

Last updated: June 11, 2014.

Revention, Inc. and/or its affiliates ("Revention") operate littleboxpizza.hungerrush.com and provide services thereto (collectively, "HungerRush Services").

By using HungerRush Services, you agree to these Terms of Use:

HungerRush Services include an online marketplace for you to interact with restaurants and other food providers. Revention does not own or operate the restaurants or food providers you interact with on HungerRush Services. Your orders are placed directly with the applicable restaurant and all fulfillment and terms for such order are solely the responsibility of the restaurant. Revention is not responsible for the quality of goods or services offered by restaurants or food providers through HungerRush Services or for the fulfillment of any order you place.

1. Using HungerRush Services.

These Terms of Use apply to your use of HungerRush Services, including any content, materials, features, and services offered on them. By using HungerRush Services, you agree on behalf of yourself and any company, organization, or other entity that you represent, that you have read these Terms of Use and agree to follow them. You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, including your use and enjoyment of HungerRush Services and the content, materials, features, and services offered on it.

Revention grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and to use HungerRush Services in accordance with these Terms of Use. You agree to use HungerRush Services in compliance with the internal procedures and guidelines of any company or organization you represent. You represent and warrant that you are of sufficient legal age to use HungerRush Services and to create binding legal obligations for any liability you may incur as a result of the use of HungerRush Services. All rights not expressly granted to you in these Terms of Use are reserved and retained by Revention, its licensors, restaurants and food service providers, and other third parties. The licenses granted by Revention terminate if you do not comply with these Terms of Use.

Other terms may apply to your use of a specific portion of HungerRush Services. If there is a conflict between these Terms of Use and terms posted for a specific portion of HungerRush Services, the latter terms apply to your use of that portion of HungerRush Services.

2. Modification to Terms of Use.

Revention reserves the right to make changes to these Terms of Use at any time, and such modified Terms of Use shall govern your use of HungerRush Services after any change has been made and posted here. If you do not agree to the modified Terms of Use, you should discontinue use of HungerRush Services.

In our sole discretion at any time and with or without notice, we may offer incentives or promotions, shorten or extend the duration of any incentive or promotion program and/or terminate or modify any incentive or promotion program.

3. Pricing.

Information regarding menu items, price, availability and product descriptions contained on HungerRush Services has been provided by member restaurants and food providers who are solely responsible for the content and accuracy of such information. If the checkout price and the price posted on the website are different, the checkout price will prevail in every case.

4. Third-Parties.

HungerRush Services contain references to names, marks, data, content, products, or services of third parties; links to third-party websites; and descriptions of services and products provided by third parties. These references, links,

and descriptions are provided solely for your convenience. By including these references, we do not endorse these parties, their content, or any products or services they offer. These parties are not under our control and we are not responsible for them, or the operation and availability of their websites. You are responsible for knowing when you are leaving HungerRush Services to visit a third-party website, and for reading and understanding the terms of use and privacy policy statements for each such third-party website.

If you choose to deal with third parties, you agree that you have a direct relationship with them and are solely responsible for any such dealings. Revention does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties.

5. Not Intended for Children Under 13.

HungerRush Services and any content, features, products, or services offered through HungerRush Services are not intended for children under the age of 13. By using HungerRush Services, you represent and warrant that you are over the age of 13. If you are under the age of 13, please do not use HungerRush Services. You may not create a profile or otherwise post, share, or provide any information, content, or materials to HungerRush Services. If you are the parent of a child under the age of 13, please do not permit your child to use HungerRush Services, create a profile, or otherwise post, share, or provide any information to HungerRush Services.

6. Placing Orders for Alcoholic Beverages.

By using HungerRush Services to place orders for alcoholic beverages, you agree: (A) that the U.S. Federal and State laws require that purchasers of alcoholic beverages be at least 21 years old; (B) that you are at least 21 years old; (C) to provide valid photo identification at the time of accepting delivery of any alcoholic beverages as required by the provider thereof; (D) that sale of alcohol beverages to you is made by the participating restaurants and food providers and NOT by Revention; (E) that Revention shall not have any liability to you or any third party in connection with purchase, sale, delivery and/or consumption of the alcoholic beverages or any consequences thereof; and (F) that, you shall indemnify and hold Revention harmless from and against any and all claims, demands, losses, costs and expenses (including the cost of any investigation and reasonable attorneys' fees), damages, and liabilities, which arise, result from or are related to: (i) processing of order(s) for alcoholic beverage(s); (ii) purchase of the alcoholic beverage(s); (iii) delivery of the alcoholic beverage(s); (iv) consumption of alcoholic beverage(s), and/or (v) any and all consequences of any of the foregoing.

7. Privacy Notice.

To understand how and what information we collect, and how we may use or disclose such information, please carefully read our privacy notice here. By using HungerRush Services, you acknowledge that you have read our privacy notice and consent to our privacy practices. You further affirm your consent by becoming a member or submitting content or materials to or through HungerRush Services.

8. Using the Content on HungerRush Services.

HungerRush Services are for the personal use of individuals, and your rights to use HungerRush Services described in these Terms of Use may not be transferred or assigned.

Using HungerRush Services does not give you any intellectual property rights in HungerRush Services or the content you access. All content included in or made available by HungerRush Services (including, but not limited to, the text, graphics and other images, site layout and design, descriptions, audio and video, digital downloads, data compilations, software, and images, files, or data incorporated in the software or generated by the software) are owned by Revention or its licensors, restaurants and food service providers, and other third parties. The content is protected by copyright, trademark, and other intellectual property laws and rights throughout the world. You may not copy, reproduce, distribute, publish, post, upload, transmit, adapt, modify or create derivative works of or from, publicly display or perform, or in any way exploit any content on HungerRush Services without express written consent.

We retain all right, title, and interest in HungerRush Services and any content, features, products, or services offered on them, including any and all intellectual property rights. We reserve all rights not expressly granted.

9. Prohibited Uses.

You may only use HungerRush Services to make legitimate orders or purchases and shall not use this site for any other purpose, including, without limitation, to make any false or fraudulent orders.

You may not reverse engineer, disassemble, or decompile, derive code or materials from, or capture any source, scripts, layouts, design, metadata, or other information accessible through HungerRush Services (including, without limitation, data packets transmitted to and from HungerRush Services), or analyze, decipher, "sniff", derive code or materials from any packet stream to or from HungerRush Services, or attempt any of the foregoing. You expressly waive any legal rights you may have to do any of the foregoing, including any claim that such activities constitute "fair use" or are for "interoperability purposes" under the Digital Millennium Copyright Act.

Further, in using HungerRush Services, you may not:

1. violate these Terms of Use, infringe upon our rights or the rights of others (including, without limitation, intellectual property rights, rights of privacy such as unauthorized disclosure of a person's name or email or physical address or phone number, and rights of publicity), or violate any laws, including without limitation, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act");
2. conduct or solicit illegal or other activity that in any way harms us or any of our affiliates and business partners;
3. use any robot, spider, scraper, or other automated or manual means to access HungerRush Services, or copy any content or information on HungerRush Services, or republish any information that you obtain from HungerRush Services, including but not limited to the names, addresses and contact information for any restaurant or food service provider that appears here, or any menus or related content;
4. attempt to gain unauthorized access to any portion of HungerRush Services or any related networks or systems by hacking, password "mining", or any other illegitimate means;
5. probe, scan, test the vulnerability of or breach the authentication measures of HungerRush Services or any related networks or systems;
6. modify or reroute or attempt to reroute HungerRush Services;
7. link to HungerRush Services from any unsolicited bulk messages or unsolicited commercial messages;
8. utilize framing, squeeze back, overlay or other techniques to enclose or display HungerRush Services or any content on HungerRush Services, with any other software or content of a third party; or
9. take any action that places a disproportionately large load on HungerRush Services or any related networks or systems. We reserve the right, but not the obligation, to investigate and take appropriate legal action against anyone who we believe is violating these Terms of Use, including, without limitation, removing any offending materials, suspending or terminating the access of such violators, or suspending or terminating the their right to use HungerRush Services.

10. Profiles, Screen Names, Passwords, and Security.

To take advantage of the interactive features of HungerRush Services, you have the option of registering as a member. As part of the registration, you will be able to create a member profile with an associated email address and other information and preferences you provide us.

You agree:

1. that you will only register as a member with a true, valid email address and other contact information including mobile phone numbers, and any other information and preferences you provide us will be true;
2. to let us know of any changes to such information;
3. not to use anyone else's user name, email address or mobile phone number to access the interactive features of HungerRush Services;
4. to safeguard your log in information including your member name and password, and to take full responsibility for all activity on your account, including any orders placed using your log-in information or member account whether or not placed by you; and
5. to notify us immediately if you find out that someone else is using your email address, mobile phone number or user account without your permission at 877-738-7444.

We do not guarantee that any information you provide will not be intercepted by a third party during transmission over any public networks or otherwise. You bear the risk of communicating with us electronically and we are not responsible for any resulting loss or damage.

11. Materials Posted on HungerRush Services

We do not endorse, control, or assume any responsibility or liability for any content or materials you or others submit, post, or share on or through HungerRush Services, including any information about restaurants, menus, photos, graphics, ideas, images, creative works, and text. You give us an express license to use, modify, reproduce, transmit and publish any information or content posted by you on this site, including publishing any endorsement or review posted by you.

We retain the right, but not the obligation, to monitor the content and materials posted on HungerRush Services. We may, at our sole discretion, remove or modify any materials and content posted to HungerRush Services at any time without notice.

If you believe that any materials or content on HungerRush Services violates or infringes upon your intellectual property rights, please notify us immediately at 877-738-7444 with all specifics necessary for us to consider and respond to your complaint. You may be asked to provide additional information and follow additional procedures for us to act on your complaint.

12. Ideas and Feedback

If you choose to send us your ideas or feedback, including those for new or improved products or technologies, product enhancements, processes, marketing plans, or product names, through HungerRush Services or otherwise, you agree that your ideas automatically become our property, without any compensation to you, and we can use, sell, offer, or otherwise dispose of them at our sole discretion.

You also represent and warrant that such ideas are your original ideas and that you have all the rights necessary for you to grant us rights to them, as described above.

13. Electronic Notices and Communications.

By using HungerRush Services or sending us email, you are communicating with us electronically. You consent to receive communications from us electronically by email, or as appropriate, by posting general notices through HungerRush Services. You agree that all notices, disclosures, and other communications that we send you electronically satisfy any legal requirement that such communications be in writing, and that these communications are deemed to be given and received on the date we transmit any electronic communication as described above.

14. Disclaimer of Warranties and Limitation of Liability

HUNGERRUSH SERVICES AND ALL CONTENT, MATERIALS, FEATURES, AND PRODUCTS AND OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH HUNGERRUSH SERVICES ARE PROVIDED "AS-IS", "WITH ALL FAULTS", AND "AS AVAILABLE". REVENTION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF HUNGERRUSH SERVICES OR ANY CONTENT, MATERIALS, FEATURES, AND PRODUCTS AND OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH HUNGERRUSH SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF HUNGERRUSH SERVICES IS AT YOUR SOLE RISK.

TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SATISFACTORY QUALITY. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OR MISUSE OF THE CONTENT AND SERVICES PROVIDED ON OR THROUGH HUNGERRUSH SERVICES AND FOR COMPLIANCE WITH ALL LAWS APPLICABLE TO SUCH USE.

TO THE EXTENT PERMITTED BY LAW, REVENTION WILL NOT BE LIABLE TO YOU OR ANY PARTY FOR ANY DAMAGES OR INJURY OR LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE OF HUNGERRUSH

SERVICES OR ANY OTHER LINKED WEBSITE, LOCATION OR SOURCE, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, INCLUDING THE ONES THAT MAY RESULT FROM ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUS OR OTHER HARMFUL COMPONENT, INTERCEPTION OF DATA OR INFORMATION, OR THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR THE CONTENT (OR ANY OTHER LINKED WEBSITE, LOCATION OR SOURCE), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR TORT.

YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAW THAT PRECLUDE OR LIMIT THE EXCLUSION AND DISCLAIMERS ABOVE.

15. Remedies.

IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT OR MATERIALS ON HUNGERRUSH SERVICES, OR ANY SERVICES OR INFORMATION AVAILABLE THROUGH THEM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING HUNGERRUSH SERVICES.

Without limiting any other rights and remedies available to us, we reserve the right, in our sole discretion and without prior notice, to end your access to HungerRush Services or block your future access to HungerRush Services for any reason.

Any violation, or threatened violation, by you of these Terms of Use will cause us irreparable and unquantifiable harm and monetary damages would be inadequate for such harm. You consent to our seeking injunctive or equitable relief that we deem necessary or appropriate without the obligation to post any bond or surety.

These remedies are in addition to any other remedies we may have at law or in equity.

16. Indemnity and Release.

You agree to defend, indemnify, and hold us harmless from and against any and all claims, losses, liability, costs, and expenses (including attorney's fees) arising from your use of HungerRush Services, whether known or unknown, including your posting of materials on or through HungerRush Services (including any listings and advertisements), your use of any of the tools and features available on HungerRush Services, your violation of these Terms of Use, or your violation of any third-party rights.

In the event you have a dispute with one or more other users of HungerRush Services, (including, without limitation, with respect to a transaction), you agree to release and discharge us from any and all claims, losses, liability, costs, and expenses (including attorney's fees) arising from such dispute, whether known or unknown, in connection with such dispute.

17. Claims Must be Filed Within Two Years.

To the extent permitted by law, any claims related to this website or these terms of use must be brought within two years. The two year period begins when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors.

19. Applicable Law.

All matters relating to your access to or use of HungerRush Services, including all disputes, will be governed by the laws of the United States and by the laws of the State of Texas, without regard to its conflicts of laws rules. YOU SUBMIT TO THE PERSONAL JURISDICTION BY AND VENUE IN THE STATE AND FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS. YOU ALSO WAIVE ANY OBJECTIONS TO SUCH JURISDICTION OR VENUE.

21. Contract Interpretation.

These Terms of Use, accepted by you upon use of HungerRush Services, and further affirmed by becoming a registered member or submitting content or materials to or through HungerRush Services, constitute the entire agreement between you and us regarding the use of HungerRush Services.

All parts of these Terms of Use apply to the maximum extent permitted by law. If we cannot enforce a part of these Terms of Use as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions.

22. Contacting Us.

If you have any questions or concerns about these Terms of Use, please contact us at 877-738-7444 or at the mailing address provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

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LITTLE BOX PIZZA REFUND & EXCHANGE POLICY

All sales, via any payment method including credit card, are final and no refunds or product exchanges will be offered.