

DOMINO'S PIZZA BOX RECYCLING PORTAL

TERMS OF USE

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU (referenced herein with “you” or with “your”) **AND WESTROCK COMPANY** (referenced herein as “WestRock”). **YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE** (referenced herein as this “Agreement”) **BECAUSE THEY GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE LOCATED AT <https://recycling.dominos.com/>, ANY MOBILE VERSION OF THE WESTROCK SITE, ANY ASSOCIATED WESTROCK-CONTROLLED SOCIAL MEDIA PAGES, AND THE INFORMATION, SOFTWARE FUNCTIONALITY, AND/OR MATERIALS LOCATED THEREON OR AVAILABLE THEREFROM** (collectively referenced herein as the “Site(s)"). **WESTROCK’S LICENSE TO YOU TO USE THE SITE(S) IS CONDITIONED UPON YOUR AGREEMENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO USE THE SITE(S) AND YOU ARE HEREBY INSTRUCTED TO IMMEDIATELY DISCONTINUE USE OF THE SITE(S).**

1. **License Grant.** Subject to your continued compliance with the express terms and conditions of this Agreement, WestRock provides to you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Site(s) on your laptop, computer, mobile device, or other internet compatible device, and make single copies or prints of the content available therefrom for your personal use only. The content layout, formatting, and features of and access privileges for the Site(s) shall be as specified by WestRock in its sole discretion. You also acknowledge and agree to the following: (i) WestRock has the right to control and direct the means, manner, and method by which the Site(s) is provided; (ii) WestRock may, from time to time engage business partners, independent contractors, consultants, or subcontractors to aid WestRock in providing the Site(s) or use thereof; and (iii) WestRock has the right to provide the Site(s) to others.
2. **Restrictions.** All rights not expressly granted under this Agreement are hereby reserved. Except as expressly authorized on the Site, you may not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Site(s), or any portion of the Site(s) without WestRock’s prior written consent. Moreover, you may not (a) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site(s) or in any way reproduce or circumvent the navigational structure or presentation of the Site(s) to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site(s), (b) attempt to gain unauthorized access to any portion or feature of the Site(s) or any other systems or networks connected to the Site(s) or to any WestRock server or to any of the services offered on or through the Site(s), by hacking, password "mining," or any other illegitimate or prohibited means, (c) probe, scan, or test the vulnerability of the Site(s) or any network connected to the Site(s), nor breach the security or authentication measures on the Site(s) or any network connected to the Site(s), (d) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site(s), (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site(s) or WestRock's systems or networks or any systems or networks connected to the Site(s), (f) use any device, software, or routine to interfere with the proper working of the Site(s) or any transaction conducted on the Site(s), or with any other person's use of the Site(s), (g) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to WestRock on or through the Site(s), or (h) use the Site(s) in an unlawful manner.
3. **User Obligations.** You agree to abide by all applicable local, state, national laws and regulations with respect to your use of the Site(s). By downloading, accessing, or using the Site(s), you also represent and warrant that (a) you will at all times provide true, accurate, current, and complete information when submitting information to WestRock through the Site(s); (b) any information

submitted to WestRock through the Site(s) does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights); and (c) you will at all times comply with the terms and conditions of this Agreement. Any breach of the foregoing representations and warranties entitles WestRock to immediately revoke your license to use and access the Site(s) and terminate this Agreement and/or seek any and all remedies available at law or equity. You also acknowledge and agree that use of the Internet and access to the Site(s) is solely at your own risk. While WestRock has endeavored to offer secure and reliable Site(s), you should understand that the confidentiality of any communication or material transmitted to/from the Site(s) over the Internet or other form of global communication network cannot be guaranteed. Accordingly, WestRock is not responsible for the accuracy, reliability, or security of any information transmitted to or from the Site(s).

4. **Other Terms and Conditions.** Additional notices, terms, and conditions may apply to participation, remittance, or a particular program, service, event, or solution. You agree to abide by such other notices, terms, and conditions, as applicable. If there is a conflict between this Agreement and other notices, terms, and conditions posted to the Site(s), WestRock shall resolve any conflict in good faith in its sole discretion but the latter terms shall generally control with respect to such participation, remittance, or program, service, event, or solution.
5. **Privacy Policy.** Use of the Site(s) may require the submission of certain personally identifiable information. Please review WestRock's Privacy Policy found at <https://www.westrock.com/privacy-policy> for a summary of WestRock's practices related to the collection and use of personally identifiable information from the Site(s).
6. **Mobile Services.** Site(s) access is available to you via your mobile phone or other mobile (computing) device. Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Site(s). In addition, downloading, installing, or using the Site(s) (or portions thereof) may be prohibited or restricted by your mobile carrier, and not all Site(s) functionality may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Site(s) is available from your mobile devices, what restrictions, if any, may be applicable to your use of the Site(s), and how much the related wireless services or data charges may cost you. Nevertheless, all use of the Site(s) shall be strictly in accordance with this Agreement.
7. **Proprietary Rights.** This Agreement provides only a limited license to access and use the Site(s) in accordance with the terms of this Agreement. Accordingly, you hereby agree that WestRock transfers no ownership or intellectual property interest or title in and to the Site(s) or any WestRock intellectual property to you or anyone else in connection with your use of the Site(s). All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Site(s) is exclusively owned, controlled, and/or licensed by WestRock or its licensors. Except as expressly provided herein, WestRock does not grant any other express or implied right to you or any other person under any applicable laws regarding intellectual or proprietary rights. Accordingly, your unauthorized use of the Site(s) may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. The Site(s) and its contents are WestRock's and/or its licensors. All rights reserved. WestRock also owns a copyright in the contents of the Site(s) as collective work and/or compilation and in the selection, coordination, arrangement, and enhancement of the content of the Site(s). WESTROCK, the WestRock logo, and all other marks identifying WestRock's products, events, programs, or solutions are proprietary trademarks of WestRock, and any use of such marks, including, without limitation, as domain names, account identifiers, or in connection with any search engine optimization practice(s), without the prior express written permission of WestRock, is hereby strictly prohibited.
8. **Feedback.** WestRock welcomes your feedback and suggestions about WestRock's programs or services or with respect to how to improve the Site(s). By transmitting any suggestions, information, material, or other content (collectively, "feedback") to WestRock, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to WestRock and enable WestRock to use such feedback. In addition, any feedback

received through the Site(s) will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for WestRock to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.

9. **Links To Other Sites And Third-Party Content.** WestRock may in its sole discretion feature and/or post the advertisements of third parties on the Site(s) and/or links to certain websites or online social networks (or pages) owned and controlled by third parties (collectively, "Third-Party Sites"). These Third-Party Sites have not necessarily been reviewed by WestRock and are owned, controlled and/or maintained solely by third parties over whom WestRock exercises no control. In addition, WestRock may in its sole discretion provide third-party content on the Site(s) or through social media networks (or pages) owned and controlled by third parties ("Third-Party Content"). Such Third-Party Content has not necessarily been reviewed by WestRock and is created, edited, published, maintained and transmitted by third parties over whom WestRock has no control. Your correspondence or any other dealings with third parties found on the Site(s) is solely between you and such third party. Accordingly, WestRock hereby expressly disclaims and shall not have any liability or responsibility for (a) any Third-Party Content appearing on the Site(s), or (b) the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on Third-Party Sites accessible through links on the Site(s). Moreover, the Third-Party Sites and Third-Party Content do not imply an endorsement with respect to any third party, any content, any website, network, or page, or the products or services provided by any third party.
10. **Disclaimer.** THE SITE(S) IS PROVIDED ON AN "AS-IS" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. WESTROCK MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SITE(S) FOR ANY PURPOSE, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. WESTROCK ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE(S) WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS AND/OR NEEDS. THEREFORE, YOU ASSUME THE ENTIRE RISK REGARDING THE QUALITY AND/OR PERFORMANCE OF THE SITE(S).
11. **Limitation of Liability.** You expressly indemnify, defend, hold harmless, absolve and release WestRock and its licensors from any claim of harm resulting from a cause beyond WestRock's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. MOREOVER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WESTROCK BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE(S), ANY COMMUNICATIONS OR INTERACTIONS WITH THIRD PARTIES MADE BY YOUR UTILIZING THE SITE(S), WITH THE DELAY OR INABILITY TO USE THE SITE(S), OR FOR ANY INFORMATION, SOFTWARE FUNCTIONALITY, AND MATERIALS AVAILABLE THROUGH THE SITE(S), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF WESTROCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TOTAL LIABILITY OF WESTROCK FOR ANY REASON WHATSOEVER RELATED TO USE OF THESE SITE(S) SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).
12. **Governing Law; Arbitration.** This Agreement has been made in and will be construed and enforced in accordance with the laws of Georgia. Any dispute relating to this Agreement and/or the Site that cannot be resolved by the parties through good faith discussion will be resolved by arbitration in Atlanta, Georgia, under the applicable rules of the American Arbitration Association (AAA). Such disputes will be resolved by a panel of three neutral arbitrators as follows: each party

will appoint an arbitrator and those two arbitrators will appoint a third arbitrator who will chair the arbitration panel. If one of the parties fails or refuses to appoint an arbitrator within thirty days after the date the other party appoints its arbitrator, that first appointed arbitrator will be the sole arbitrator. All proceedings will be conducted, and all documents submitted in connection with those proceedings will be presented, in the English language. The arbitrator(s) will have the authority to award any remedy or relief that a court could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, or the issuance of an injunction or imposition of costs. The award will be in writing, will be signed by the arbitrator(s) and will include findings of fact, conclusions of law and a statement regarding the disposition of each claim. The award will be final and binding on the parties, except that either party may appeal the arbitration decision to a AAA Appellate Arbitration Panel in accordance with the AAA Optional Appellate Arbitration Rules. To the extent permitted by applicable law, judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties or the dispute. Neither party may disclose the existence, content, results or any other information about the dispute, the arbitration or the award to any person except as necessary to enforce the award or as required by applicable law.

13. **Security.** Any actual or attempted use of the Site(s) by you in violation of this Agreement may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. WestRock reserves the right in its sole discretion to review, monitor, and/or record any information relating to your use of the Site(s) ("User Information") without any prior notice to or permission from you, including, without limitation, by archiving content and/or communications submitted to and/or sent by you through the Site(s). WestRock may share any User Information WestRock obtains from you with any law enforcement organization in connection with any investigation or prosecution of possible criminal or unlawful activity. WestRock will also disclose User Information as required by any court order and/or subpoena. In addition, WestRock hereby reserves the right in its sole direction to at any time and without notice to modify, suspend, terminate, and/or interrupt operation of or access to the Site(s), or any portion thereof, in order to protect the Site(s), WestRock intellectual property, WestRock, or the business interests of WestRock and/or its members and affiliates.
14. **Injunctive Relief.** You acknowledge that any breach, threatened or actual, of this Agreement, including, without limitation, violations or infringement of WestRock's intellectual property or proprietary rights, may cause irreparable injury to WestRock, whereby such injury would not be quantifiable in monetary damages, and WestRock would not have an adequate remedy at law. In the event of such injury or potential for such injury, you hereby agree that WestRock shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction regarding any breach, threatened or actual, of your obligations under any provision of this Agreement.
15. **Term and Termination.** This Agreement will take effect at the time you begin using the Site(s). This Agreement will terminate automatically if (i) you fail to comply with its terms and conditions; or (ii) cease all use of the Site(s). Termination will be effective without prior notice. In addition, WestRock may in its sole discretion terminate this Agreement upon notice to you for any or no reason. Upon termination of this Agreement, any and all right(s) to use the Site(s) shall immediately cease and you must promptly return to WestRock (at the address listed below) or destroy all tangible embodiments of the Site(s) in your possession or control. Sections 2, 7, and 8 - 17 will survive the termination of this Agreement.
16. **Waiver and Severability.** WestRock's failure to insist on upon strict performance of any of the terms and conditions of this Agreement by you will not operate as a waiver of any subsequent or other default or failure of performance. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision(s) that most clearly matches the intent of the original provision and the remainder of this Agreement shall continue in effect.
17. **Miscellaneous.** No joint venture, partnership, employment, or agency relationship exists between you

and WestRock as a result of this Agreement or your utilization of the Site(s). Headings are for convenience only. This Agreement represents the entire agreement between you and WestRock with respect to use of the Site(s), and hereby supersedes all prior and/or contemporaneous communications and proposals, whether electronic, oral, or written between you and WestRock. You may not assign or transfer any rights under this Agreement without the prior express written consent of WestRock, which may be withheld in WestRock's sole discretion. **WestRock may update these terms and conditions at any time by posting a revised version of this Agreement and may do so without advance notice to you. Accordingly, please review the terms and conditions found at this location on a periodic basis. Each time you access the Site(s), you agree to be bound by this Agreement in effect at the time you access the Site(s). If you do not agree to the revised terms, do not use the Site(s). By accessing or otherwise using the Site(s), you acknowledge that you have read, understood, and agree to be bound by this Agreement.**