

# Website and Mobile Application Privacy Policy

## PRIVACY POLICY

Effective as of January 27, 2019

This privacy policy (this “**Privacy Policy**”) applies to the website [www.ChefConnectApp.com](http://www.ChefConnectApp.com) (the “**Website**”), and mobile application ChefConnectApp (the “**App**”) (the Website, App and associated services are collectively referred to herein as, the “**Site**”) owned and operated by Chef Connect, Ltd. (“**CCL**”, “**we**”, “**us**” or “**our**”). We have created this Privacy Policy to tell you what information the Site collects, how we use that information, and who we may share that information with, if at all. This Privacy Policy does not address the privacy practices of any third parties. Capitalized terms not defined in this Privacy Policy will have the meaning set forth in our Terms and Conditions of Use (the “**Terms**”). By accessing, visiting and/or using the Site, you are agreeing to the terms of this Privacy Policy and the accompanying Terms. We encourage you to read the Privacy Policy, and to use the information it contains to help you make informed decisions.

### 1. INFORMATION WE COLLECT OR RECEIVE

In the course of using and/or accessing the Site or operating the App, we may collect, use, process and/or receive the following types of information from you. You authorize us to collect, use, process, disclose and/or receive such information.

a. **Personal Information**. We may receive and/or collect information that identifies you personally if you choose to provide such personally identifiable information to us via email or other means. For example, when you sign up to become a user or create an account on the Site, or contact us via email or other means, you may be required to provide us with certain personal information such information may include, but is not limited to, your name, e-mail address, postal or mailing address, phone number and such other information (collectively, “**Personal Information**”). We do not collect any Personal Information from you when you use the App unless you provide us with the Personal Information voluntarily.

b. **Third-party Log In**. If you sign in to the Site through your social media account, or other website or social network (e.g., Facebook, Twitter, or Google+) , you are authorizing us to collect, store, process, and use, in accordance with this Privacy Policy, any and all information that you agreed that such third-party website or application would provide to us through CCL’s Application Programming Interface (“API”). Such information may include, without limitation, your first and last name, username, profile picture, headline, unique identifier and access token, and e-mail address.

c. **Payment Information**. If you choose to make a purchase, or subscribe to a feature or any Services on the Site that requires a fee, you will be required to provide us with your payment information, including, without limitation, bank account numbers, credit card or debit card numbers, account details, ACH information, and similar data (collectively, “**Payment Information**”). Such Payment Information will be collected and processed by our third-party payment vendors pursuant to the terms and conditions of their privacy policies and terms of use. We do not obtain access to any Payment Information in connection with such purchases or subscriptions. By agreeing to the Terms and this Privacy Policy, or continuing to order or purchase Services from the Site you are giving CCL (or a third-party payment processor on CCL’s behalf) permission to charge your credit card, debit card, or other approved methods of payment for fees that you owe CCL. Moreover, you agree to provide CCL (or a third-party payment processor on CCL’s behalf) accurate and complete information about you, and you authorize CCL to share such information and any transaction information related to your order or purchase of the Services.

Currently, payment processing services for CCL are provided by Stripe, Inc. and its affiliates (“**Stripe**”) and are subject to Stripe’s agreements and policies, including without limitation, the Stripe Services Agreement and Stripe Privacy Policy and Terms (“**Stripe’s Documents**”). By agreeing to these Terms, you agree to be bound by Stripe’s Documents, as the same may be modified by Stripe from time to time. Please review Stripe’s Documents on the Stripe website (<https://stripe.com/ssa> and <https://stripe.com/privacy>) While CCL will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, CCL

expressly disclaims any liability for any damage that may result should any information be released to any third parties, and you agree to hold CCL harmless for any damages that may result therefrom.

d. Geolocation Information. Certain features and functionalities of the App are based on your location. In order for the App to provide these features and functionalities while you are using your mobile device, we may, with your consent, automatically collect geolocation information from your mobile device or wireless carrier and/or certain third-party service providers (collectively, "**Geolocation Information**"). Collection of such Geolocation Information occurs only when you are operating the App, or the App is running on your device. You may decline to allow us to collect such Geolocation Information, in which case we will not be able to provide you with certain features or functionalities.

e. Third-Party Analytics. CCL and the third-party technology providers, ad exchanges, ad networks, advertisers, agencies, and ad servers with which we work with, use third-party analytics services (e.g., Google Analytics) to evaluate your use of the App, compile reports on activity, collect demographic data, analyze performance metrics, and collect and evaluate other information relating to the App and mobile and internet usage. These third parties use cookies and other technologies to help analyze and provide us the data. You consent to the processing of data about you by these analytics providers in the manner and for the purposes set out in this Privacy Policy. For more information on these third parties, including how to opt out from certain data collection, please visit <http://chefconnectapp.com/optout>. Please be advised that if you opt out of any such data collection, you may not be able to use the full functionality of the App.

f. Other Information. In addition to the Personal Information, Payment Information, and Geolocation Information, we may automatically collect, process, use and/or receive additional information regarding you and your use of the Site; your interactions with us and our advertising; and information regarding the devices (e.g., computer and mobile device) used to access the Site (collectively, the "**Other Information**"). Such Other Information may include:

i. From You. Additional information about yourself that you voluntarily provide to us, such as your gender and your product and/or service preferences.

ii. From Your Activity. We may collect or receive information regarding:

A. your IP address, which may consist of a static or dynamic IP address and may point to a specific identifiable computer or mobile device;

B. browser type and language;

C. referring and exit pages and URLs;

D. date and time; and

E. details regarding your activity on the App, such as search queries and other performance and usage data.

iii. About Your Mobile Device. We may collect or receive information regarding:

A. type of mobile device used;

B. advertising identifier ("**IDFA**" or "**AdID**");

C. operating system and version (e.g., iOS, Android or Windows);

D. carrier; and

E. network type (e.g., WiFi, 3G, 4G, LTE).

iv. From Cookies. We may use both session cookies, which expire once you close the App, and persistent cookies, which stay on your mobile device until you delete them, along with other technologies to help us collect data to enhance your experience with the App. Cookies are small text files a mobile application and website

can use to recognize a repeat visitor to the website and/or application. We may use cookies for various purposes, including to:

- A. identify the type of mobile device you are using;
- B. personalize your experience;
- C. analyze which portions of the App are visited and used most frequently; and
- D. measure and optimize advertising and promotional effectiveness.

If you do not want us to deploy cookies in the App, you can opt out by changing the settings on your mobile device to reject cookies. You can still use the App if you choose to disable cookies, although your ability to use some of the features may be affected.

## **2. INFORMATION COLLECTED BY OR THROUGH THIRD-PARTY ADVERTISING COMPANIES**

We may share Other Information about your activity on the App with third parties for ad distribution and ad optimization (defined- as the tailoring, targeting) (i.e., behavioral, contextual, retargeting, analyzing, managing, reporting, and optimizing of ads). These third parties may use cookies, pixel tags (also called web beacons or clear gifs), and/or other technologies to collect Other Information for such purposes. Pixel tags enable us and third-party advertising companies to recognize a browser's cookie when a browser visits the site on which the pixel tag is located in order to learn which advertisement brings a user to a given website. In addition, we may receive Other Information from advertisers and/or their service providers such as advertising identifiers, IP addresses, and post-conversion data.

## **3. HOW TO OPT OUT OF THIRD-PARTY INTEREST-BASED ADVERTISING**

If you wish to opt out of third-party interest-based advertising, please visit [www.networkadvertising.org](http://www.networkadvertising.org) and [www.aboutads.info/choices](http://www.aboutads.info/choices) for details on how to do so. Additionally, users of mobile devices can follow the below instructions:

### Android Users

For Android devices with OS 2.2 and up and Google Play Services version 4.0 and up: Open your Google Settings app > Ads > Enable "Opt out of interest-based advertising."

### iOS Users

iOS 7 or Higher: Go to your Settings > Select Privacy > Select Advertising > Enable the "Limit Ad Tracking" setting.

iOS 6: Go to your Settings > Select General > Select About > Select Advertising > Enable the "Limit Ads Tracking" setting.

## **4. HOW INFORMATION IS USED AND SHARED**

a. You further authorize us to use the Personal Information, Payment Information, Geolocational Information, and the Other Information (collectively, the "**Information**") to:

- i. provide and improve the Site;
- ii. provide you our Services;
- iii. administer our promotional programs;
- iv. solicit your feedback; and
- v. inform you about our products and Services.

b. In order to provide our Services and administer our promotional programs, we may share the Information with our third-party promotional and marketing partners, including, without limitation,

businesses participating in our various programs. In addition, we may share the Information with our Third-Party Providers and third-party suppliers in order to provide you with the Services you purchased from the Site.

c. We engage third-party companies and individuals to perform functions or services on our behalf, including, but not limited to technical assistance, customer service, marketing assistance, and administration of promotional programs. These third-party companies will have access to the Information only and to the extent necessary to perform their functions and to the extent permitted by law.

d. In an ongoing effort to better understand our users, the Site, and our products and Services, we may analyze certain Information in an anonymized and aggregate form to operate, maintain, manage, and improve the Site and/or such products and Services thereon. This aggregate information does not identify you personally. We may share and/or license this aggregate data to our affiliates, agents, business and promotional partners, and other third parties. We may also disclose aggregated user statistics to describe the Site and these products and services to current and prospective business partners and investors and to other third parties for other lawful purposes.

e. We may share some or all of your Information with any of our parent companies, subsidiaries, affiliates, joint ventures, or other companies under common control with us.

f. As we develop our businesses, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the Information may be part of the transferred assets.

g. To the extent permitted or required by law, we may also disclose the Information:

i. when required by law, court order, or other government or law enforcement authority or regulatory agency; or

ii. whenever we believe that disclosing such Information is necessary or advisable, for example, to protect the rights, property, or safety of us or others, including you.

## **5. ACCESSING AND MODIFYING INFORMATION AND COMMUNICATION PREFERENCES**

If you have provided us any Personal Information, you may access, remove, review, and/or make changes to the same by contacting us as set forth below in paragraph 11. In addition, you may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of any of our marketing e-mails. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our subscription databases. For example, you cannot opt out of receiving transactional e-mails related to the App (e.g., requests for support) or your purchase of any Services or products.

We may also deliver notifications to your mobile device (e.g., push notifications). You can disable these notifications by deleting the relevant service or by changing the settings on your mobile device.

## **6. HOW WE PROTECT YOUR INFORMATION**

We take commercially reasonable steps to protect the Information from loss, misuse, unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases or the databases of the third parties with which we may share such Information, nor can we guarantee that the Information you supply will not be intercepted while being transmitted over the internet. In particular, any e-mail or other communication sent to us may not be secure, and you should therefore not include any Personal Information in any correspondence you send to us via e-mail.

## **7. IMPORTANT NOTICES TO NON-U.S. RESIDENTS**

The Site and its servers are operated in the United States. If you are located outside of the United States, please be aware that your Information, including your Personal Information, may be transferred to, processed, maintained, and used on computers, servers, and systems located outside of your state, province, country, or other governmental jurisdiction, where the privacy laws may not be as protective as

those in your jurisdiction. If you are located outside the United States and choose to use the Site you hereby irrevocably and unconditionally consent to such transfer, processing, and use in the United States and elsewhere.

## **8. APP STORES; EXTERNAL WEBSITES**

Your app store (e.g., iTunes or Google Play) may collect certain information in connection with your use of the App, such as Personal Information, Payment Information, Geolocational Information, and other usage-based data. We have no control over the collection of such information by a third-party app store, and any such collection or use will be subject to that third party's applicable privacy policies and terms and conditions of use.

The Site may contain links to third-party websites. We have no control over the privacy practices or the content of these websites. As such, we are not responsible for the content or the privacy policies of such third-party websites. Please review the applicable third-party privacy policy and terms of use when accessing or visiting any other website.

## **9. CHILDREN**

The Site is not intended to be used by or directed to children under the age of 13. We adhere to the Children's Online Privacy Protection Act ("**COPPA**") and will not knowingly collect Personal Information from any child under the age of 13. We ask that minors (under the age of 13) not use the Site. If you are a parent or guardian and you learn that your child(ren) is under the age of 13 and has/ve provided us with Personal Information, please contact us (as set forth in paragraph 11 hereof). If we become aware that we have collected Personal Information from a child under age 13 without parental consent, we take steps to have such Personal Information deleted from our records and our servers.

## **10. CHANGES TO THIS PRIVACY POLICY**

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time, in our sole discretion. Any such changes will be posted on the Site. By accessing the Site after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the Information is governed by the Privacy Policy in effect at the time we collect the Information. Please refer back to this Privacy Policy on a regular basis.

## **11. CALIFORNIA RESIDENTS**

If you are a California resident, you can request a notice disclosing the categories of personal information we have shared with third parties for the third parties' direct marketing purposes. To request a notice, please submit your request by postal mail to the below address. We will make every effort to promptly respond to your request.

Chef Connect Ltd.  
Leonardo De Aguiar  
3552 Lipan Street  
Denver, CO 80211

## **12. HOW TO CONTACT US**

If you have questions about this Privacy Policy, please e-mail us at [Leonardo@chefconnectapp.com](mailto:Leonardo@chefconnectapp.com) with "Privacy Policy" in the subject line or write us at:

Chef Connect Ltd.  
Leonardo De Aguiar  
3552 Lipan Street  
Denver, CO 80211