

BAR LOUIE'S PRIVACY POLICY

EFFECTIVE DATE: UPDATED MARCH 7, 2017

BACKGROUND

This policy describes the Personal Information we collect on this Site, any mobile apps, via email and Bar Louie Loyalty programs how we use it, and when we share it with third parties. "Personal Information" is data that can be used to identify or contact a single person. We collect Personal Information of our guests only when it is shared with us. If you don't wish for us to have your Personal information, we ask that you do not provide it to us. Personal Information that you share with us will be used consistent with this Privacy Policy. This policy applies only to Personal Information collected via this Site, on mobile apps or via email, and unless otherwise specifically described herein or in any Program. It does not apply to Personal Information collected offline or on any supplier or third-party site that may be linked to this Site.

At times we may collect data which is not Personal information because it does not, on its own, permit direct association with any specific individual ("Non-Personal Information"). We may collect, use, transfer, and disclose this Non-Personal Information for any purpose.

By using this Site, our mobile app, entering into a Program, or sending us an email, you agree to this Privacy Policy. If you have questions, comments or concerns about this Privacy Policy, please contact us at the address identified in the "Notices" section of our Terms and Conditions. Be sure to check this page periodically for updates, as your continued use of this Site and/or participation in any Program signifies your acceptance of any changed terms in this Privacy Policy, as well as any changes in the Terms and Conditions.

HOW INFORMATION IS COLLECTED AND HOW IT IS USED

Information is collected about you (directly and/or indirectly through the activities of franchisees and third-party suppliers and service providers ("Suppliers") from various sources, including without limitation the following: when you use and/or contact us through this Site, mobile app, social media, or email including, without limitation, information you provide (i) when you contact us through the Site, (ii) on sign-up slips, (iii) on registration pages and other online forms, (iv) surveys, (v) through emails you send, through participation in certain Bar Louie Programs available online or in person and through other submissions through this Site or other information you provide to us through the website or in person.

The information collected may be combined with other information collected about you and may be used and disclosed in a number of ways by us (directly and/or through the activities of franchisees and/or supplier(s)), to help us better understand and serve you, including, without limitation, the following: (i) to provide you with, or otherwise respond to your requests for, information and/or services, including, but not limited to, e-newsletters, marketing programs, identifying a Bar Louie location you identify and letting you know if you qualify for a possible Program reward; (ii) to administer Programs, including, without limitation, providing you with Program benefits and related communications, to verify your participation in the Program, and to track submissions; (iii) to provide you with information about new products or services, store openings, events that Bar Louie, or its franchisee's sponsors, including, but not limited to, contests, sweepstakes and surveys, and other special offers and marketing programs with which any of us or them are involved; (iv) to enhance our customers' and Site users' experiences in our locations, on this Site, via emails, on mobile applications or in a Program; (v) to analyze customer and Site user behaviors and trends; (vi) to conduct research and analysis and to otherwise measure the effectiveness of our online and offline marketing efforts and to develop products, services, and marketing programs that may include combining personal data drawn from online and offline sources; (vii) in connection with certain submissions by you as described herein; (viii) to coordinate Program activities and communications with other marketing programs conducted by us and/or franchisees; (ix) to process your online job application and related information; (x) loss prevention and anti-fraud purposes; (XI) for internal purposes such as auditing

and data analysis or (xi) as otherwise described in this Privacy Policy, the Terms and Conditions, and Program Terms and Conditions.

We do not sell or rent to third parties any of the Personal Information that you provide to us through this Site or any Program, nor do we authorize any of our suppliers to sell or rent any such Personal Information.

However, aggregated information about users of this Site, customers participating in surveys, registering for e-newsletters, participating in a Program, or otherwise providing information to Bar Louie (directly and/or through a franchisee and/or supplier) may be combined and utilized by Bar Louie, franchisees and/or suppliers in connection with research, benchmarking, and other like uses. Additionally, we may share your information with our affiliates, franchisees, lenders, investors and/or third-party providers. In addition to the uses described above, we share information with these third parties primarily to respond to your specific request or to obtain their service and/or advice on how to improve our business.

USE OF COOKIES

This Site, email messages, mobile applications, online services, and advertisements may use cookies and other technologies to enhance your browsing and usage experience, whether accessed through your computer or a mobile device. A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our Site. Once the user closes their browser, the cookie simply terminates.

The information captured about your activities on this Site will make it possible for us, among other things, (i) to speed navigation and provide you with custom tailored content; (ii) to remember information you gave to us so you may not have to re-enter it each time you visit this Site; (iii) to facilitate and monitor the effectiveness of certain of our marketing campaigns, advertisements and web searches; (iv) to monitor total number of visitors, pages viewed, web address you came from and type of browser you are using, and (v) enforce limitations on downloads described for on-line coupons and other similar offers.

We treat information collected by cookies and other technologies as Non-Personal Information. However, to the extent that certain identifiers are considered Personal Information by local law, we also treat these identifiers as Personal Information.

DISCLOSURE TO THIRD PARTIES

Additionally, we may from time to time use third-party service providers to conduct marketing programs which deliver targeted or personalized advertising when you visit other websites across the Internet. This is completed using data collected over time on this Site and other sites on the Internet, including, without limitation, data regarding our online advertising (for example, location of advertising, click-through rates, and transactions completed after clicking through on advertising). This data is collected on an individual, but anonymous, basis, based on the use of cookies, pixels and/or web beacons, as described below. If you click on an advertisement on a third-party site, the privacy policy applicable to that third-party site will apply to information collected on that site. This information may also be available to the service providers who make the applicable advertising available, parties identified in the third-party websites on which advertisements appear of which you visit (as described in the privacy policy of the other applicable sites). We may also share this anonymous information with others outside our Company.

PROTECTING OUR COMMUNITY

The law requires that we and our suppliers may be required to share your Personal Information and Non-Personal Information pursuant to judicial or governmental subpoenas, warrants or other like orders. If we are required to do so, we will, of course, obey the law. In addition, notwithstanding any term to the contrary in this Privacy Policy, we and our suppliers reserve the right to use and disclose your Personal and Non-Personal Information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations

involving potential threats to the physical safety of any person, or any other similar situation, violations of the Terms and Conditions, any Program Terms and Conditions, and/or as required by law. Additionally, in the event of a merger, sale or the like, we may transfer any and all personal information we collect to the relevant third party.

CHILDREN'S PRIVACY

This Site is not directed at nor do we knowingly collect any personally identifiable information from children under the age of 18. This Site is directed to adults at least 21 years old. When a user discloses Personal Information on this Site, the user is representing to us that he or she is the appropriate age for the portion of this Site, or if he or she is under the referenced age, that he or she is using this Site with the involvement of a parent or guardian. When it comes to our attention that we have collected information on a child under the age of 18, we will delete that information.

SECURITY

We take reasonable security measures to protect Personal Information submitted by users from loss and misuse, but cannot guarantee that these measures will prevent a third party from circumventing them and unlawfully intercepting or accessing transmissions or private communications or where an error may occur in the administration of our Site. Some emails sent to or from our Site may not be secure. Please consider this when sending information to us by email. Accordingly, we recommend that you use caution whenever submitting Personal Information online.

MISCELLANEOUS

This Privacy Policy is subject to all applicable U.S. federal, state and local laws. To the extent that any statement in the Privacy Policy is contrary to any law, then that portion of the Privacy Policy shall be read in conformance such law, to the fullest extent permitted by the law so as to effect the fullest intent of the Privacy Policy. If any portion of this Privacy Policy is deemed unlawful, void or unenforceable, then that part shall be deemed severable and shall be construed in accordance with applicable law. Such a term will not affect the validity and enforceability of any remaining provisions.

Those who choose to access this Site from outside of the United States do so based on their own initiative and are responsible for compliance with applicable local laws.

Your agreement to or acknowledgement of the Privacy Policy means that you also agree to the Terms and Conditions of the Bar Louie Site, including such Terms and Conditions applicable to the Bar Louie Gift Card, Bar Louie Applications, Bar Louie Programs, including, without limitation, the Bar Louie Crew Program, and the Louie's Mobile Mob or "The Mob." To the extent that any statement in the Privacy Policy is in conflict with the Terms and Conditions, the latter Terms and Conditions shall control.

We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer (or shorter) retention period is required or permitted by law.

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