

Privacy Policy

EmpowerPOS (collectively, “Empower”, “we” or “our”) provides this Privacy Policy to explain our data and security practices. This Privacy Policy describes the types of Personal Information we collect, the sources from which we collect it, how we use the information, with whom we share it, and the choices you can make about our collection, use and disclosure of your Personal Information. The phrase “Personal Information” refers to information that personally identifies you, either directly or in combination with other information, such as your name, address, telephone number, email address, credit card number or other billing information. We also describe the measures we take to protect the security of your Personal Information and how you can contact us about our privacy practices. This Privacy Policy incorporates by reference the EmpowerPOS Client Terms of Service, if applicable to you. When you visit any subdomain of empowerpos.com or download our mobile application (collectively, the “Empower Host”) or visit sites of our clients built, hosted and/or powered by Empower (collectively, the “Client Sites”) or provide us with information, you consent to our use and disclosure of the information we collect or receive as described in this Privacy Policy. We provide you choices that allow you to control how we use and share your Personal Information.

Please review this Privacy Policy periodically as we may update it from time to time to reflect changes in our data practices. We will post a notice on the EmpowerPOS Site to notify you of any significant changes to our Privacy Policy and indicate at the bottom of the notice when it was most recently updated. If we make material changes to the policy that will adversely affect previously collected Personal Information, you will be notified and provided an opportunity to consent to the different practices specified in the updated Privacy Policy. If you do not consent, you may delete your account and stop visiting or using the EmpowerPOS Sites and Client Sites. Your continued use of the Empower POS Sites and Client Sites after we publish or send a notice about our changes to this Privacy Policy means that you are consenting to the updated Privacy Policy.

Information We Collect

EmpowerPOS collects information from visitors to the Client Sites (“Followers”) both (a) on behalf of our clients as a “service provider” or “processor” for them and (b) on our own behalf as a “business” or “controller” (as “service provider,” “processor,” “business” and “controller” or equivalent terms may be defined under applicable data privacy laws). EmpowerPOS may collect the following types information from Followers:

- Name, address, email address, telephone number, birthday, wedding anniversary, photograph.
- Username and password for the account you may establish on a Client Site (“EmpowerPOS Account”). If you create a EmpowerPOS Account using your login from a third party site (such Facebook or

Google), we will access and collect the information about you that your privacy settings on that third party site permits us to access so that we can create a EmpowerPOS Account for you.

- Information about the devices you use to access the internet (such as the IP address and the device, browser and operating system type, user settings and other operating system support information).
- Pages and URLs that direct you to the Client Sites, that you visited before you came to the Client Sites and that you exit to once you leave the Client Sites.
- Dates and times of your visits to the Client Sites.
- Information on actions you take on the Client Sites such as page views, time spent on those pages, information you search for on the Client Sites, site navigation patterns and other statistics. We may also visually record your interactions with the Client Sites.
- A general geographic location (such as country and city) from which you access the Client Sites.
- Search terms that you use to reach the Client Sites.

EmpowerPOS may collect the following types of information from EmpowerPOS clients and potential clients and from visitors to the EmpowerPOS Sites:

- Name, address, email address, telephone number.
- Payment details (including payment card number, security code, expiration date, cardholder name and billing address) if you purchase our Services.
- Username and password for your EmpowerPOS client account.
- Information about the devices you use to access the internet (such as the IP address and the device, browser and operating system type, user settings and other operating system support information).
- Pages and URLs that direct you to the EmpowerPOS Sites, that you visited before you came to the EmpowerPOS Sites and that you exit to once you leave the EmpowerPOS Sites.
- Dates and times of your visits to the EmpowerPOS Sites.
- Information on actions you take on the EmpowerPOS Sites such as page views, time spent on those pages, information you search for on the EmpowerPOS Sites, site navigation patterns and other statistics. We may also visually record your interactions with the EmpowerPOS Sites.
- A general geographic location (such as country and city) from which you access the EmpowerPOS Sites.
- Search terms that you use to reach the EmpowerPOS Sites.

Sources of Information We Collect

We may obtain information about you directly from you via the EmpowerPOS Sites and the Client Sites, including forms you complete on said sites, or when you call or email us.

We may also obtain information about you from our clients when they upload your information into their EmpowerPOS client account as a Follower.

We may also obtain information about you as a potential client from third parties, your business website, social media sites and other publicly available sources.

In addition, when you visit the Client Sites or the EmpowerPOS Sites, we may collect certain information by automated means, such as cookies and other similar technology or as provided to us by your device's operating system, as described in the "Cookies, Tracking Choices, and Third Party Advertisers" section below.

How We Use the Information We Collect

We may use the information we obtain about you to:

- Provide the EmpowerPOS services to our clients.

o Please note that by providing your telephone number to a Client Site or in your EmpowerPOS Account, you are agreeing to receive text/SMS communications from that client for customer service purposes only. These communications are powered by the EmpowerPOS service but the EmpowerPOS client, not EmpowerPOS, is the sole sender of these communications under applicable law. At any time you can reply " STOP" to any text/SMS communication from a specific client to stop receiving such communications from that client.

- Operate, maintain and manage the Client Sites and the EmpowerPOS Sites.
- Monitor and analyze use of the EmpowerPOS Sites and the Client Sites and for such sites' technical administration, to increase such sites' functionality and user-friendliness, and to better tailor such sites to our visitors' needs.
- Market the EmpowerPOS services to you through email or newsletters. These communications will contain mechanisms for unsubscribing should you decide you do not want to receive further communications.
- Register, manage and maintain your EmpowerPOS Account or client account, as applicable.
- Process, validate and deliver your purchase of the EmpowerPOS services (including by processing payment card transactions and contacting you about your purchase, including by telephone).
- Provide administrative notices or communications applicable to your use of the EmpowerPOS services.
- Respond to your questions and comments and provide customer support.
- Manage your participation in our events and other promotions, where you have signed up for such events and promotions.
- Operate, evaluate and improve our business and the services we offer.

- Develop new services, including consumer services.
- Analyze and enhance our and our clients' marketing communications and strategies (including by identifying when communications we or our clients have sent to you via the EmpowerPOS services have been received and read).
- Analyze trends and statistics regarding visitors' use of the Client Sites and the EmpowerPOS Sites.
- Analyze trends and statistics about the restaurant industry.
- Protect against and prevent fraud, unauthorized transactions, claims and other liabilities, and manage risk exposure, including by identifying potential hackers and other unauthorized users.
- Enforce the EmpowerPOS Client Terms of Service and EmpowerPOS Terms of Service.
- Comply with applicable legal requirements, court orders, legal proceedings, document requests, and industry standards and our policies.

Information We Share

EmpowerPOS does not sell your Personal Information.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All other categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

When you submit Personal Information on a Client Site, you provide that information to both EmpowerPOS and the client to which such Client Site belongs. EmpowerPOS is not responsible for what the client does with your information. You should review the privacy policy of the client or contact the client for information on their data practices to ensure that you are comfortable with how it intends to use and disclose your information. In addition, where a client with whom you transact uses the EmpowerPOS services via the point of sale platform of Clover Network, Inc., we may share information about you with Clover Network, Inc. pursuant to its privacy notice, available at <https://www.clover.com/privacy-policy>.

The Client Sites include a feature that enables Followers to submit pops and reviews on menu items. These pops and reviews are intended for public consumption and are therefore viewable by the public. We may also publicly display the name or handle and photo associated with your EmpowerPOS Account by any reviews you submit.

We may share Personal Information with our service providers that help us in the delivery of our services. These service providers are required by contract or law to only use or disclose the information as necessary to perform services on our behalf or as otherwise required by law. Where we have knowledge that a service provider is using or disclosing Personal Information in a manner inconsistent with this Policy, EmpowerPOS will take reasonable steps to prevent or stop such improper use and/or disclosure.

EmpowerPOS reserves the right to disclose without your prior permission any Personal Information about you or your use of the Client Sites and the EmpowerPOS Sites if we have a good faith belief that such action is necessary to: (a) protect and defend the rights, property or safety of EmpowerPOS, our employees, our clients, other users of the Client Sites and the EmpowerPOS Sites, or the public; (b) enforce the EmpowerPOS Client Terms of Service or EmpowerPOS Terms of Service; (c) comply with a legally valid request from a competent governmental authority; or (d) respond to claims that any content violates the rights of third-parties. We may also disclose Personal Information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request.

In addition, Personal Information we have collected may be passed on to a third party in the event of a merger, acquisition, transfer of ownership or assets, bankruptcy or other corporate reorganization of EmpowerPOS.

Updating or Deleting Your Information

If you have a EmpowerPOS Account, you may update your name, email address, birthday and photograph, as well as manage your subscriptions to our clients' email marketing lists, by logging into your account from a Client Site and making the desired changes. You may request that EmpowerPOS delete your EmpowerPOS Account and Personal Information by submitting a request to support@EmpowerPOS.com. In response to a deletion request, we may anonymize or deidentify your Personal Information where permitted by applicable law and we may retain some of your information as required or permitted by applicable law.

Analytics

We may combine non-personally identifiable, or otherwise anonymized or de-identified, data about visitors to the Client Sites and the EmpowerPOS Sites ("Aggregate Data"). Aggregate Data is used to analyze the characteristics of various populations and does not identify any specific individuals. We may use and share Aggregate Data, as well as anonymized or de-identified data, with third parties for industry analysis, demographic profiling and other purposes, and to analyze and understand how the Client Sites, the EmpowerPOS Sites and the EmpowerPOS services are used and to improve their quality and value.

We also use third party analytics services to help better understand the use of our sites, which is further described in the Cookies, Tracking Choices and Third-Party Advertisers section below.

Cookies, Tracking Choices and Third-Party Advertisers

A "cookie" is a small data file that websites send to a visitor's computer other internet-connected device to uniquely identify the visitor's browser or to store information or settings in the browser. Like many websites, we use cookies and other similar technology to understand how you interact with and use the Client Sites, the

EmpowerPOS Sites and our services, and to ensure their proper functioning and efficiency. We use two types of cookies. We use persistent cookies to save information like your search preferences, your account settings and login information so that we can remember you and your settings when you return to the Client Sites and the EmpowerPOS Sites. We use session ID cookies to enable certain features of the Client Sites and the EmpowerPOS Sites, but unlike persistent cookies, session cookies are deleted when you leave or log off from the such site or when you close your browser. Most internet browsers enable you to erase cookies from your device, block all cookies or prompt you before accepting a cookie. Please be aware, however, that some features of the Client Sites and the EmpowerPOS Sites may not function properly without cookies.

We may also use third parties to collect usage analytics for the Client Sites and the EmpowerPOS Sites and our services. These third parties will place their own cookies to collect traffic and activity data in order to deliver us relevant metrics and information. We do not share any Personal Information of our users with these parties, but we may share anonymized or aggregated information with them to help improve the Client Sites and the EmpowerPOS Sites and our services.

Third-party advertisers on the Client Sites and the EmpowerPOS Sites may also place or read cookies on your browser. These companies operate under their own privacy policies and we encourage you to be aware of the privacy policies of such companies. EmpowerPOS does not have control over or access to any information contained in the cookies that are set on your computer by third party advertisers. To help prevent and limit the automatic collection of information by any participating third party advertisers, including the collection of personally identifiable information about an individual's online activities over time and across third-party Web sites or online services, you may opt-out of such collection by clicking the Ad Choices icon located within the ad, by accessing the "about ads" opt-out site, or by accessing the NAI opt-out site. Please note that this opt-out is cookie-based. If you buy a new computer, change web browsers or delete this cookie, you will need to perform the opt-out task again.

California Privacy Rights and Disclosures

Shine the Light. California law permits its residents to request and receive information about a business' disclosure of certain categories of Personal Information to other companies for their use in direct marketing. EmpowerPOS does not disclose your Personal Information to other companies for their use in direct marketing.

CCPA Rights. This California Privacy Rights and Disclosure section addresses legal obligations and rights specified in the California Consumer Privacy Act, or CCPA. The categories of Personal Information we may have collected or disclosed about you in the past 12 months are described above. EmpowerPOS does not sell your Personal Information.

California residents can submit a request to us for the following information:

- The categories of your Personal Information that we've collected.
- The categories of sources from which we collected Personal Information.

- The business or commercial purposes for which we collected or sold Personal Information.
- The categories of third parties with which we shared Personal Information.
- The specific pieces of your Personal Information that we have collected.
- The categories of third parties to whom we've sold Personal Information, and the category or categories of Personal Information sold to each.

California residents also have the right to request the deletion of their Personal Information. Upon your request, we will delete the Personal Information we have collected about you, except for situations when that information is necessary for us to: provide you with a product or service that you requested; perform a contract we entered into with you; maintain the functionality or security of our systems; comply with or exercise rights provided by the law; or use the information internally in ways that are compatible with the context in which you provided the information to us, or that are reasonably aligned with your expectations based on your relationship with us.

In addition, California residents have the right to ask us not to sell their Personal Information, however, EmpowerPOS does not sell your Personal Information.

We are committed to providing you control over your Personal Information. If you exercise any of these rights explained in this section of the Privacy Policy, we will not disadvantage you. You will not be denied or charged different prices or rates for services or provided a different level or quality of services.

International Data Transfers

When we obtain Personal Information about you, we process and store the information in the United States, which may not have the same data protection laws as the jurisdiction in which you are located. By providing Your information to us you hereby affirmatively consent to the processing of your Personal Information in a country which may not have the same level of privacy protection as your country of residence. Should you withdraw this consent, you should request that EmpowerPOS delete your information and account, if any, and you agree that you will not visit the Client Sites or the EmpowerPOS Sites or use the EmpowerPOS services subsequent to your withdrawal of such consent.

Links to Other Sites

The Clients Sites and the EmpowerPOS Sites may contain links to third-party sites for your convenience and information. If you click on a third-party link, you will be directed to that third party's website. The fact that the Client Sites and the EmpowerPOS Sites link to a third-party website is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. These third-party sites may have their own privacy notices,

which you should review if you visit those sites. We are not responsible for the content or use of those sites, or those sites' privacy practices.

Security

EmpowerPOS is committed to safeguarding your Personal Information. We employ reasonable administrative, physical and electronic measures designed to protect your information from accidental, unlawful or unauthorized access, disclosure, use, destruction, loss or alternation. However, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. Therefore, although we are committed to protecting your privacy, we do not promise, and you should not expect, that your Personal Information will always remain private or secure. You understand and agree that you assume all responsibility and risk for your use of the Client Sites, the EmpowerPOS Sites and the internet generally. We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on this Site in the most expedient time possible and without unreasonable delay, insofar as consistent with (a) the legitimate needs of law enforcement or (b) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

Children's Privacy

The Client Sites and the EmpowerPOS Sites are not directed to children and we do not knowingly collect or solicit Personal Information from children under the age of 13. If we become aware that we have collected Personal Information from a child under the age of 13, we will delete such information from our files as soon as possible.