

## BETA PHASE PRIVACY POLICY

### 1. INTRODUCTION.

Invight recognizes that its users value their privacy and we take your privacy seriously. This privacy policy ("Privacy Policy") explains our privacy practices, including what types of information we collect from you and how we may use it, our rights to share and disclose such information to third parties and how you can review and modify information that you provide to us and your preferences regarding our use and disclosure of such information. Please review our Terms of Use Agreement ("Terms of Use"), which governs your use of the Services. Any capitalized terms that are not defined in this Privacy Policy shall have the meaning given in the Terms of Use.

This Privacy Policy only applies to the information collected by Invight Inc. and any of its respective affiliates (collectively, "Invight", "we", "our" or "us") or any third parties acting with our authorization or otherwise provided to us by third parties about you, in each instance, in connection with your use of the Services. This Privacy Policy applies regardless of the device you use to access the Services and whether you are accessing the Services as a registered user or otherwise.

[Invight uses Google's Maps API. You are bound by the Google Privacy Policy, which can be found here: <https://www.google.com/policies/privacy/>.]<sup>1</sup>

By using or interacting with the Services, you are consenting to the collection and use of your information as described in this Privacy Policy. If you do not agree with the terms of this Privacy Policy, then please do not use the Services.

### 2. INFORMATION THAT WE COLLECT.

**A. Registration Information.** When you register to use the Services, we may ask you to provide certain information, including your name, username, password, e-mail, date of birth, gender, phone number, address, food or beverage establishment preferences, demographic information and other information.

**B. Payment Information.** If you make any purchase on or through the Services, your payment information (e.g., credit or debit card type, number and expiration date) and related information (e.g., physical address) may be collected by us and/or our third party payment processors.

**C. Information You Choose to Provide to Us.** We collect any information you provide on or through the Services or give us in any other way. For example, we collect any information you provide when you update your user account and profile, participate in contests, surveys and other promotions relating to the Services, interact with customer service and sign up to receive newsletters and other communications regarding the Services and/or third-party products or services. In addition, the Services may include features that rely on the use of information stored on, or made available through, your mobile device. For example, you may have the option to upload photos to your user profile or allow us access to your contacts so that we can help you connect with friends that are users of the Services (e.g., by matching e-mail addresses and/or phone numbers). We may also ask to collect or use the specific location of your mobile device (e.g., by accessing your device's GPS), including for purposes of showing you Venues and/or Events in your vicinity, recognizing when you are in or near a particular Venue that offers mobile ordering via the App, and to enable you to place and redeem such mobile orders. We will not access or collect your photos, contacts or specific location information from your mobile device without your express permission and will only use such information for the specific purposes described herein and/

or explained at the time we ask for your permission. You may grant such permission by adjusting your device settings and/or your user account settings to allow the applicable access and/or by responding to Invight's request for such permission. By granting us such permission you (a) authorize us to access your mobile device and collect certain information as described in these Terms of Use, the Privacy Policy and/or at the time we request or obtain such permission, and (b) represent and warrant that you have the right to provide us with such access and information. As a general note, you can choose not to provide certain information, but you may not be able to access certain content or take advantage of certain promotions or features of the Services.

If you purchase a reservation to an Event or place a mobile order for food or drinks via the Services, we may share with the applicable Venue certain personal information and non-personal information about you for purposes of enabling such Venue to verify your identity when you redeem such purchase or order, including your User Account username and your first and last name.

**D. User Posts.** You may have the ability to use the Services to communicate with other users of the Services and post comments to or otherwise interact with certain aspects of the Services that are available to the public and/or other users. We may collect any information you submit, post or provide in the course of such activities.

**E. Usage Data and Technical Information.** The Services include features that automatically collect certain information, which may include the unique device identifier assigned to your device, Third Party Platform anonymous identifiers, and other information regarding your use of the Services to, among other things, assist us in authenticating your usage and/or device, keeping track of your preferences, creating a more tailored user experience and better serving your particular interests and needs. The Services and/or third parties may use "cookies," (which are small data files containing a string of characters that can be placed on your computer or mobile device that uniquely identifies your browser or device), "embedded scripts", "pixel tags" and other similar tracking technologies (collectively, "Tracking Technologies") to collect information automatically as you interact with the Services. Such information may include "clickstream" data, the domain name of the service providing you with Internet access, your device type and attributes, Internet protocol (IP) address, network connection type (e.g., WiFi, 3G, LTE), browser type and version, operating system and platform, the average time spent on the Services, pages viewed, content searched for, access times and other relevant statistics, and your interactions with Venues, their profile pages and Events, content, other users of the Services, advertising, and products and services which are offered, linked to or made available on or through the Services. Such information may be collected by us and/or our third-party service providers and partners. Certain Tracking Technologies enable us to customize your experience on the Services and provide tailored recommendations, promotions, advertisements and other content relating to your specific interests. Other Tracking Technologies are used to make login to the Services easier (such as by remembering your user ID) and allow us to collect non-specific location information. You can learn more about the use of Tracking Technologies on the Services in Section 5.D. below.

**F. Third Party Platform Information.** If you access the Services via your Third Party Platform account (e.g., by logging in to the Services using your Third Party Platform account credentials) and/or integrate your Invight account with your Third Party Platform account, we may collect certain information from the Third Party Platform, such as your username and other information you provided to the Third Party Platform in connection with your account (e.g., name, country, date of birth, gender and e-mail address). You can learn more about adjusting your settings and preferences with respect to Third Party Platforms in Section 5.A. below.

**G. Information Collected By Advertising Service Providers.** The Services may also use third party advertising networks, data exchanges, traffic measurement service providers, marketing analytics service providers and other third parties (collectively, "Third Party Advertising Service Providers") that may employ cookies and similar technologies to collect information about your interaction with the Services, your web browsing activity and your device, including your IP address, device type and other identifiers, browser type, web pages visited, non-precise location information, and information about your interaction with advertisements. Please see Section 5.D. below for further

information on the types of information collected by Third Party Advertising Service Providers, how such information may be used and your choices pertaining to such collection and use.

**3. HOW WE USE THE INFORMATION THAT WE COLLECT.** Subject to the controls and preferences you may set with respect to certain types of information and communications (as described in [Section 5](#) below), your information may be used for various purposes, including:

- To provide the Services and any services or products that you request or purchase in connection with the Services, and to contact you regarding the administration of any features or functions of the Services;
- To allow you to participate in the community and other features of the Services;
- To respond to your questions or other requests;
- To personalize the Services and/or otherwise customize what you see when you visit and use the Services (for example, by providing personalized or localized content, features, recommendations and advertising on the Services);
- To connect you with Venues you wish to visit or purchase products or services from (for example, by booking and confirming your reservations with the Venue);
- To save your user account, registration and profile data and other information (so you do not have to re-enter it each time you visit or use the Services);
- To track your return visits to, and use of, the Services;
- To determine which features and services users like best to help us operate the Services, enhance and improve our services and display advertising and marketing information; and
- To conduct research for marketing/promotional purposes and to provide anonymous reporting (i.e., that does not identify you) for internal and external clients, business partners and other third parties;
- To provide customized, localized and/or targeted advertising on third party websites and services, as further described in [Section 5.D.](#) below;
- To send you marketing and promotional e-mails;
- To accumulate and report aggregated, de-identified, statistical information in connection with the Services and user activity;
- For other purposes disclosed at the time you provide us with the information or as otherwise stated in this Privacy Policy.

**4. SHARING AND DISCLOSURE OF THE INFORMATION THAT WE COLLECT.**

**A. Personal Information.** Generally, we do not sell, rent, lease or disclose your personal information to third parties, except if you consent to such disclosure or as otherwise described in this Privacy Policy. You can choose whether to receive marketing or promotional emails from us or other third parties and/or to opt out of certain uses of your information either at the time such information is collected or by subsequently changing your preferences, as further described in [Section 5.C.](#) below.

**B. Non-Personal Information.** We may share, disclose and/or sell certain information about you, your device and your interaction with the Services with Third Party Advertising Service Providers in an anonymized, de-identified format, as further described in [Section 5.D.](#) below. We may also share, disclose and/or sell to third parties aggregated data regarding our users' access to and use of the Services. To the extent that your information is included in such aggregated data, it will be in an anonymized, de-identified format that does not personally identify you.

**C. Service Providers.** We use third-party service providers to assist us in efficiently providing the full range of content, activities, services, features and functions offered by the Services, and we may disclose your personal and

other information to these service providers solely to the extent necessary for them to provide such services to us and our affiliates. These service providers may temporarily store certain information on their servers, but they may only use your information to provide Invight with a specific service. We will not authorize them to use your information for any other purpose and will require them to agree to keep your information secure and confidential.

**D. Co-Branded Services and Features.** The Services may offer co-branded services and features, such as events and promotions provided by us and/or our affiliated companies, Venues or other third party partners, that may be hosted on the Services and/or our co-branded partner's website, platform or service. We may share your personal information with such co-branded partners and your voluntary use of or participation in a co-branded service or feature means that you opt in and give your affirmative consent to both us and our co-branded partners to collect any information provided in connection with the specific co-branded feature or service and to use such information for the fulfillment of the feature or service and for marketing or administrative purposes in accordance with our respective privacy policies. The co-branded partner will be identified on the co-branded feature or service, along with the co-branded partner's privacy policy. If you wish to opt out of a co-branded partner's future use of your personal information for marketing or other purposes, you will need to contact the co-branded partner directly and the use of such information by co-branded partner is subject to co-branded partner's privacy policy.

**E. User Content.** The Services may include features that allow you to connect on the Services with people you know, by accessing your contact list, address book or friends on Third Party Platforms (if you choose to make such information available to us), and such features may allow other users to see your name and/or username, even if your user profile is set to "private". Such features may also allow other users to send you a request to connect with you on the Services, and, if you accept such requests, your user profile will be shared with such users, even if your user profile is set to "private". In addition, you may have the ability to share other content that you make available on the Services (such as Venues that you have viewed) with other users of the Services and Third Party Platforms. In such cases, certain information associated with such content may also be disclosed, such as your username. Subject to your user account preferences and privacy settings (as further described in Section 5.A. below), we may disclose any content that you make available on the Services.

**F. Additional Disclosures.** Invight may access or disclose your information regardless of whether or not you have consented to such access or disclosure in the following circumstances: (i) to protect or defend the legal rights or property of Invight, our affiliated companies or their employees, agents and contractors (including enforcement of our agreements); (ii) to protect the safety and security of the Services and our users; (iii) protect against fraud or for risk management purposes; (iv) if we believe your actions violate the Terms of Use, this Privacy Policy, any Rules and/or Additional Terms; or (v) to comply with law or legal process. In addition, if Invight sells all or part of its business or makes a sale or transfer of all or a material part of its assets or is otherwise involved in a merger or transfer of all or a material part of its business, Invight may transfer your information to the party or parties involved in the transaction as part of that transaction, and such party or parties may use the information for the purposes set forth in, and in accordance with the terms of, this Privacy Policy.

## **5. USER CHOICE AND ACCESS.**

**A. User Account Privacy Settings.** We may provide you with the ability to adjust certain privacy, permission and user account settings via the Services. For example, you may be able to control whether your user profile is visible to the public and/or to other users of the Services. You may also be able to control whether or not you want to share certain information on Third Party Platforms. You also may be able to adjust certain privacy, permission and user account settings by responding to request alerts or notifications that may be presented to you on your device prior to or following the collection of the relevant information or by navigating to the settings, account or privacy section (as the case may be) of your device or the applicable Third Party Platform and limiting certain Service functionality (e.g., location services, etc.). Please be aware that if you limit the collection of certain information, you may not be able to use all of the features and functionality of the Services.

**B. Privacy Requests.** You may also change certain privacy preferences (e.g., choose to cease receiving certain communications or ask us not to share your personal information with a particular third party) by sending an email to us at [ricardo@invightapp.com](mailto:ricardo@invightapp.com) detailing your privacy request. If you ask Invight to stop using your personal information, we will honor that request, provided that we may retain a record of such information as necessary to comply with applicable law and we may continue to use your contact information to contact you about your Services-related transactions and to respond to your requests, as well as your IP address to determine the country in which you are accessing the Services. Other privacy preferences (e.g., hiding your user profile, deactivating your user account, etc.) may be made by modifying your user account settings on the Services, your device and/or the applicable Third Party Platform. You always have the right to access, review and correct the personal information you have provided and generally you may review, update or delete certain information collected by the Services at any time by accessing your user account as described herein.

**C. Opting Out of Marketing and Promotional Communications.** You can unsubscribe or opt out of receiving marketing and promotional communications by either following the specific instructions included in such communications or by sending an email to us at [ricardo@invightapp.com](mailto:ricardo@invightapp.com) detailing your privacy request. Please note that opt-out and unsubscribe requests may not take effect immediately and may take a reasonable amount of time to receive, process and apply, during which time your information shall remain subject to the prior privacy settings. Additionally, you should be aware that any information provided to third parties prior to your election to opt out or unsubscribe cannot be retrieved or rescinded by us unless required by applicable law, and you cannot retroactively opt out or unsubscribe with respect to such third parties. Also, please note that we may still send you emails regarding changes to our policies and/or the features and functionality of the Services or in connection with a purchase via the Services or other purposes specifically relating to your account and/or use of the Services. We may also have features that allow you to submit information, questions or feedback to us. In those instances, we may retain your emails and other information you submit to us for purposes of responding to you, for our internal purposes, and to help us to serve you better.

**D. Interest-Based Advertising Opt-Out.** The Services may use Third Party Advertising Service Providers to collect information about your interaction with the Services. These Third Party Advertising Service Providers may employ Tracking Technologies to gather information regarding your use of the Services, your web browsing activity and your device, such as your IP address, device type and other identifiers, browser type, web pages visited, non-precise location information, and information about your interaction with advertisements. This information is collected in an anonymized, de-identified format and does not personally identify you. Third Party Advertising Service Providers may combine your information relating to your use of the Services with information relating to your other online activities over time and across different websites (including those operated by third parties) and devices. The information collected or received by Third Party Advertising Service Providers may be used to show you targeted advertisements for products and services that you might be interested in, on the Services and on third party websites and services. This information may also be used to prevent you from seeing the same advertisements too many times and to conduct research regarding the usefulness of certain advertisements to you. If you would like to learn more about interest-based advertising or opt out of receiving interest-based advertisements, please visit the following websites of the Digital Advertising Alliance (DAA) and Network Advertising Initiative (NAI), respectively: [www.aboutads.info/consumers/](http://www.aboutads.info/consumers/); [www.networkadvertising.org](http://www.networkadvertising.org). Please note that, in order to opt out of receiving interest-based advertising on the Invight mobile application, you may need to adjust your mobile device's settings.

**E. Do-Not-Track Signals.** The Services currently do not take action in response to "do not track signals".<sup>2</sup>

**6. DATA COLLECTION FROM CHILDREN.** Invight recognizes the need to adequately protect the privacy of all if its users, especially children. The Services are not intended for or directed at children. We do not knowingly collect personal

information from children under 13. Please visit <http://www.ftc.gov/bcp/edu/pubs/consumer/tech/tec08.shtm> for information from the Federal Trade Commission about protecting children's privacy online.

**7. SECURITY.** While no data transmission over the Internet is 100% secure from intrusion, we maintain commercially reasonable physical, electronic and procedural safeguards to protect your personal information. We also limit access to the Services by our own employees, contractors, service providers and those individuals who are authorized for the proper handling of such information. We request that our third party contractors and service providers follow similar standards of security and confidentiality as those followed by Invight. However, it is possible that third parties may unlawfully intercept or access transmissions or private communications despite our efforts to prevent same and we therefore make no guarantees regarding the security of user information.

**8. YOUR CALIFORNIA PRIVACY RIGHTS.** If you are a resident of the State of California, we provide you with information on how to exercise your disclosure choice options such as your right to opt out or opt in for use of your personal information by third parties (such as advertisers) for marketing purposes. Therefore, pursuant to the California Civil Code, we are not required to maintain or disclose a list of the third parties that have received your personal information for marketing purposes during the preceding year. If you are a California resident and wish to request information about how to exercise your third party disclosure choices, please send a request by email to our Privacy Administrator at [ricardo@invightapp.com](mailto:ricardo@invightapp.com) or by postal mail to Invight, Inc., [invightapp.com](http://invightapp.com), c/o Privacy Administrator, 1812 2nd Ave, Apt. 1RS, New York, NY 10128, Attn: Your California Privacy Rights. All requests must be labeled "Your California Privacy Rights" in the email subject line or on the envelope or post card. For all requests, please clearly state that the request is related to "Your California Privacy Rights", include your name, street address, city, state, zip code and e-mail address (your street address is optional if you wish to receive a response to your request via email) and indicate your preference on how our response to your request should be sent (email or postal mail). We will not accept requests via the telephone or by fax. We are not responsible for notices that are not labeled or sent properly, or do not have complete information.

**9. INTEGRATION OF THIRD PARTY PLATFORMS AND SERVICES.** The Services may be linked to, rely on and/or be integrated with Third Party Platforms and other websites, applications, interfaces, services and/or platforms operated by other companies. The Services may also feature advertisements from third parties. Invight is not responsible for the privacy practices of such websites, applications, interfaces, services and platforms operated by third parties that are linked to, rely on and/or integrated with the Services or for the privacy practices of third party advertising companies. Once you leave this Services via such a link, access a third party application, interface, service, or platform, including Third Party Platforms, or click on or navigate to an advertisement, you should check the applicable privacy policy of such third party to determine, among other things, how they will handle any personally identifiable or other information that they may collect from you.

**10. PRIVACY POLICY CHANGES.** From time to time, we may modify this Privacy Policy to reflect industry initiatives, third party requirements or changes in the law, technology, our information collection and use practices or the features and functionality of the Services. If we make material changes to this Privacy Policy, we will notify you by posting or displaying notice on the Services and/or via other electronic means (e.g., e-mail).<sup>3</sup> If you use the Services after such changes become effective, it will signify your agreement to be bound by the changes. We recommend that you check back frequently and review this Privacy Policy regularly so you are aware of the most current rights and obligations that apply to you.

**11. ACCURACY OF INFORMATION PROVIDED.** It is your responsibility to give us current, complete, truthful and accurate information and to keep such information up to date. **We cannot and will not be responsible for any problems or liability that may arise if you do not give us accurate, truthful or complete information or you fail to update such**

**information.** We will reject and delete any entry that we believe in good faith to be false, fraudulent or inconsistent with this Privacy Policy.

**12. CONTACT US.** If you have any questions about our privacy practices or any of the terms or conditions of this Privacy Policy, please feel free to contact us at:

Email: [ricardo@invightapp.com](mailto:ricardo@invightapp.com)

OR

Mail: Invight Inc.  
Attn: Privacy Matters  
1812 2nd Ave, Apt. 1RS, New York, NY 10128

This document is the sole statement of the Services' Privacy Policy and no summary, restatement or other version thereof, or other privacy statement or policy, in any form, including, without limitation, machine-generated, is valid.

This Privacy Policy was last modified on the date indicated above and is effective immediately.

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