

Ben Franklin’s Taproom and Grille – End User Privacy Policy

CONDUIT LTD., AND/OR ITS SUBSIDIARIES (DOING BUSINESS UNDER THE BRAND NAME: “Ben Franklin’s Taproom and Grille”) (“**Ben Franklin’s Taproom and Grille**”, “**WE**”, “**US**”, “**OUR**”), RESPECTS YOUR PRIVACY.

This privacy policy (the “**Policy**”) explains our privacy practices for Como services, including each of the mobile applications powered by us, that you downloaded and their related services (“**Como Solution**” and the “**App**”), that the respective business, vendor, or organization, whose customer loyalty program, customer engagement program or other service of Como Solution you are registered to (“**Business**”) has created, customized and branded.

Como is a data processor of the Business. The Business is the data controller. All the references to processing operations performed by Como (such as collecting, sharing, storing, etc.) shall be deemed to be performed on behalf and for the benefit of the Business.

This Policy describes the ways your personal information and data is collected, used and shared and the rights and options available to you with respect to your information.

You hereby agree to the use of: (a) electronic means to consent to and complete This Policy and to provide you with any notices given pursuant to this Policy; and (b) electronic records to store information related to this Policy and your use of the App.

1. Privacy Policy Summary

S e c t i o n	Summary – for the full text please review the respective Section of this Policy
2	Personal information that you voluntarily provide. Como collects and shares with the Business personal information you voluntarily provide, mainly through a Registration Form customized by the Business, which you fill in and submit while you register yourself to Como Solution licensed to the Business (such as: the Business loyalty program).

	If you choose not to provide information determined by the Business as mandatory, you will not become a Registered Member, and only Basic Functionalities, as determined by the Business, will be available to you.
3	Information collected by Como from all End Users. Como collects and shares with the Business information in regard of (a) your mobile device identifier and/or account identifier (Android UDID, iOS UUID; Advertising ID: IDFA for iOS devices and AAID for Android devices, or their equivalent), the Internet protocol (IP) address of the device used to access the Internet, geo-location (if enabled), device type and its operating system version; and (b) your usage of the App, including: interactions you make with the App's features and functionalities, websites and content you have accessed, clicked or interacted with through the App.
4	Other Information collected by Como from Registered Members. Como collects and shares with the Business information regarding messages you receive through the App and/or Como Solution, your participation in or use of certain features available to Registered Members only and purchases you make.
5	Collection of your location. Como collects and shares with the Business your geolocation (if made available to Como by you) and other information which can identify your assumed location: such as attending Business premises identified when you make a purchase or by Beacons (if installed there).
6	Information shared with Como. The Business and the POS will share with Como your online and offline purchases at the Business. Your purchases and ordering made through Third Parties Services will be shared with us either.
7	Process of Sensitive Information. Como does not require you to provide sensitive information and does not intentionally collect or process otherwise sensitive information.
8	Children's Privacy. if you are under age of 13 years, or other minimum age which applies in your country (16 in most EU countries) you are not permitted to register to any Members Features, or use any aspect of Como Solution, including the App.
9	Business' Operating Partner. The Business may use the services of an operating partner which will operate Como Solution licensed to the Business (such as the loyalty program or the App) for or on behalf of the Business.
10,11	Use of information. The information collected will be used for several purposes, such as: (a) providing you with Como Solution's (including the App) functionality, features and services; (b) providing you with the specific and/or personalized activities, promotions, advertisements, features and/or services (including location based services) via the App; (c) sharing it with the Business, the Business POS and third parties which provide you with services through Como Solution (such as online ordering and ecommerce services) and for that purpose; (d) developing new services and improving the App; and (e) enforcing this Policy.
12	Information collected from Registered Member of several Businesses. If you are a Registered Member of more than one Business, we will unite your information which you provide, is collected by or shared with us in the scope of Como Solution licensed to these Businesses.
13	Anonymized or aggregated information may be used by us in any way.
14	You hereby agree to the use of automated decision-making .

1 5	Third parties services. You may provide information through certain areas, features, frames or sections of the App, that are operated by or for third parties, which are responsible for their own data collection practices.
1 6	You hereby provide a consent to transfer of your personal information to another jurisdiction .
1 7	Legal basis for processing of data. Legal basis for processing your data is your consent to this Policy, if granted through submission of the registration form or otherwise. If such consent is not granted, the legal basis for processing your data is to provide you with the services of Como Solution licensed to the Business (such as the loyalty program or the App) or our legitimate interests.
1 8	Business Unique Terms. The Business may choose to make available additional terms for its customer loyalty program.
1 9	Your rights with the data. You are entitled to exercise any of the following rights: withdraw your consent, object processing of data, erasure or rectify of data, access your data or data portability.
2 0	Data retention. We will anonymize your data if you ask to be erased or upon the lapse of eighteen (18) months as of termination of the Business engagement with us.
2 1	Information security. Security measures are implemented to reduce the risks of damage, loss of information and unauthorized access or use of information.
2 2	Changes to this policy. We may change this Policy from time to time. The most up-to-date Policy is accessible through the Solution's settings or information menu or other electronic means.

2. Personal information that you voluntarily provide

2.1. You are requested to submit a registration form (or otherwise provide personal information about you in an equivalent form or manner) in order to become a registered (or logged in) member of the Business' loyalty program, customer engagement program or other service of Como Solution licensed to the Business ("**Registered Member**" and the "**Registration Form**" respectively). The Registration Form includes personal details such as: name, phone number, email and home address, it is customized by the Business and may include fields which are explicitly indicated as mandatory (i.e.: fields determined by the Business, which must be completed in order to submit the registration form and to join the customer loyalty program or customer engagement program of the Business thereof; "**Mandatory Fields**").

2.2. **You may choose not to share your personal information with us.** There are many activities, functionalities, features or services of the App (as will be determined by the Business; such as: opening hours, locations list, menus, catalogues or promotions), which will be available to you if you choose not to fill in all Mandatory Fields and not become a Registered Member thereof ("**Basic Functionalities**").

2.3. If you specifically opt-in to permit access and collection of information from your social network account(s), then your basic personal information in your social network account will be collected (such as your name, photo and email address) as well as your

social network user ID (but not your password). Please refer to the social network's privacy policy for more details on how you can set the privacy preferences of your account to control the information that may be accessed and retrieved. We collect this information for the purpose of enabling your registration to Como Solution licensed to the Business (such as the loyalty program or the App).

2.4. In order to enjoy the benefits of Como Solution licensed to the Business (such as the customer loyalty program or other customer engagement program), you will be requested to identify yourself at the Business premises or upon usage of Third Parties Services. We (and the Business) will use the information you provide through the Registration Form to verify your identification (including enabling the Third Parties Services) and to attribute your purchases or actions (made online or offline) to you (including those made through the Third Parties Services).

2.5. By customizing the Registration Form, the Business may ask you to provide information in addition to the above. Such information will be processed by us for the Business and under the Business responsibility.

2.6. Your information may be provided in several occasions or phases and/or in separate submissions. Please note that refusal or avoidance to provide any additional information or to accept further terms or offers shall not derogate from our right to store former information provided or submitted to Como Solution or to the Business.

3. Information collected by Us from all End Users

The following section will apply to our data collection practices which apply to all End Users, including End Users which do not voluntarily share their personal information with us and use the Basic Functionalities of the App.

3.1. We collect from all App End Users information about the mobile device, such as mobile device identifier and/or account identifier (Android UDID, iOS UUID; Advertising ID: IDFA for iOS devices and AAID for Android devices, or their equivalent), the Internet protocol (IP) address of the device used to access the Internet, geo-location (if enabled), device type and its operating system version. We also collect information regarding the features, content, services or websites accessed, clicked or interacted with through the App as well as information regarding the interactions made with the App's interface and features such as logging info, the App's tabs, banners, or pages that are clicked on or accessed, ads and/or promotions viewed through the App and receipt of notifications sent through the App and/or Como Solution.

3.2. Some of the App features are chosen and/or customized by the Business. Process of such data depends therefore on the Business' decision which features and/or functionalities will be included in the Como Solution licensed to it.

4. **Other Information collected by us from Registered Members**

4.1. In addition to the above, if you are a Registered member, we collect information regarding (i) receipt of SMS text messages or emails sent to you through the App and/or Como Solution; (ii) your participation in or use of Como Solution features available to Registered Members only (such as: scratch card, point accumulation plans, punch card, coupons, gift card, cash back, “Pay with Budget” or their equivalent; collectively: “**Members Features**”); and (iii) details of purchases made online or offline by using Como Solution (e.g., time and date of your purchase, place where purchase was made, the amount paid and information about the items purchased).

4.2. Some Members Features and/or other functionalities of Como Solution are selected and/or customized by the Business. Process of such data depends therefore on the Business’ decision which features and/or functionalities will be included Como Solution (including in the App).

5. **Collection of your location**

5.1. We process your geolocation information in order to provide you with offers and/or promotions which are based on your location (“**Location Based Services**”). These Location Based Services apply whenever your location is made available to us.

5.2. Your location will be available to us (i) via your mobile phone, if you provide permission to share it with us; and/or (ii) other sources integrated to Como Solution such as: (a) upon purchase at a Business’ (or businesses if you chose to download several apps powered by us) premises – since we have the knowledge about these premises location; (b) check in with Facebook; and/or (c) through Beacons if used by the Business at its premises or nearby.

5.3. By disabling your geo-location (through the mobile device operating system), certain features which require your geo-location information may not function or may be interrupted. Please note that by such disabling, your location may still be assumed and/or collected by us from other available sources as described above.

5.4. A beacon is a device designed to attract attention to a [specific location](#) by using Bluetooth low energy signals (“**Beacon**”). We place these Beacons in or nearby the Business’s premises in order to collect your approximate location. Once your mobile phone device identifies a signal from a specific Beacon, the App will send that identification to our servers. By receiving such identification, we will assume that you are physically located in proximity of the location of that respective Beacon as registered in our database.

6. **Information Shared with Us**

6.1. The Business and/or the Business point of sale (“**POS**”) will share with us information in regard of the purchases made online or at the Business premises. If you identify yourself at the business premises, we will attribute the information in regard of your purchases to you. Purchase details may include: time and date of your purchase, place where purchase was made, the amount paid and information about the items purchased.

6.2. The Business may, upon its discretion, share with us information it has collected or processed about you prior to joining Como Solution (“**Shared Information**”). We are not responsible for the Shared Information, nor for its collection, process or sharing practices or authorizations. You hereby agree that the Shared Information shall be used in accordance with and subject to the terms of this Policy, and it will be added to or combined with other information processed (including: collected, used or shared) under this Policy.

6.3. Third parties which provide other services or solutions to the Business, which are embedded in or integrated with Como Solution, such as ordering, payment, e-commerce or scheduling services or solutions (“**Third Parties Services**”), will share with us information regarding your interactions with their systems such as: (i) your name, email address and/or phone number (if provided by you); and (ii) purchase details (time and date of the purchase, place where purchase was made, the amount paid and information about the items purchased). Please note that we are not responsible for the data collection and process practices of Third Parties Services, which you are encouraged to review before interacting with these Third Parties Services.

7. **Process of Sensitive Information**

7.1. Como does not require its End Users to provide sensitive information and does not intentionally collect or process otherwise sensitive information.

7.2. If by using Como Solution (including any third-party services integrated to or embedded in Como Solution) you are asked to provide sensitive information, or you have a reason to suspect that sensitive information is collected, you are requested to immediately report to Como (at ComoSupport@como.com). Please note that the definition of “sensitive information” may not have the same meaning in different jurisdictions.

8. **Children’s Privacy**

Personal information about children who are under 13 years, or other minimum age which applies in your country (16 in most EU countries) is not knowingly or intentionally collected. If you are under that age, you are not permitted to use the App, register to any Members Features, or use any aspect of Como Solution.

9. Business' Operating Partner

9.1. The Business may use the services of an operating partner which will operate Como Solution for or on behalf of the Business ("**Operating Partner**"). The Operating Partner will have the same rights as of the Business with respect to your information, provided that the Operating Partner is obliged to use your information for the same purposes as the Business and for the benefit of the Business only.

9.2. If the Business uses an Operating Partner Services, information that we collect or obtain through Como Solution (including the App), will be shared with the relevant Business Partner(s), for its operation and administration of Como Solution licensed to the Business and/or the App and executing Business's and/or our requests with respect to Como Solution and/or the App functionality and respected services and/or features.

10. Use of collected information

The information we collect, and which is shared with us will be used for the following purposes:

10.1. Sharing it with or transferring it to others, as the case may be, as detailed in the next section ("**Sharing and transferring collected information**");

10.2. To provide you with Como Solution's (including the App) functionality, features and services, send you, from time to time, push notifications, SMS text messages and/or commercial emails from the Business, us and/or other various businesses whose Apps you use and which are powered by us;

10.3. To provide you with the specific and/or personalized activity, promotions, advertisements, features and/or service via the App, including, but not limited to, sending you, from time to time, push notifications, SMS text messages and/or commercial emails regarding your use of such specific activity, promotion, feature and/or service;

10.4. To provide you with Location Based Services;

10.5. To remotely update the App on your mobile device when a new version or update is released;

10.6. To improve and customize the experience of using the App and the offerings made through the App;

10.7. To develop new services update or upgrade existing services;

10.8. To manage the administrative and operational aspects of our Como Solution, including the App (such as Business and advertisers' payments);

10.9. To enforce this Policy and the Terms and prevent unlawful activities and misuse of the App;

10.10. To comply with any applicable law and assist law enforcement agencies when we have a good faith belief that our cooperation with them meets the applicable legal standards; and

10.11. To take any action in any case of dispute involving you with respect to the App.

11. Sharing and transferring collected information

The information outlined in the preceding sections, may be shared with, or transferred to others, as the case may be, in any of the following instances:

Sharing with:	What information is shared?	Information will be used to:
The Business / Business Operating Partner	All information processed about you within the scope of the respective Como Solution licensed to the Business (such as: Registration Form; participation in Como Solution; usage of the App; purchases made and location).	Manage Como Solution licensed to the Business (such as the App); identify you personally and apply to you in a personal manner; provide you with Como Solution; customize Members Features; provide you with offers and ads customized to you.
POS of the Business	Information provided through the Registration Form to the respective Business; relevant information for usage by the Business at its premises.	Enable the Business (using the POS) to identify you personally and apply to you in a personal manner; attribute purchases you make at the Business to you; enable you to redeem assets or benefits; enable the Business to operate at the Business premises.
Third Parties which provide Third Parties Services	Information provided through the Registration Form; relevant information for usage by the Business at its premises.	Enable the respective third party to identify you and attribute to you purchases and functionalities enabled by the third party, including purchases and functionalities; operate, maintain and provide you with these Third Parties Services customized to you; enable you to redeem of or awarding you with customized program assets and benefits; enable the Business to operate at the Business premises.

In addition to the above, we may share the information as follows:

11.1. If you have breached the Terms or this Policy, abused your rights to use the App, or violated any applicable law, or in any other case of dispute, or legal proceeding of any

kind involving you with respect to the App, your information may be shared with competent authorities and with any third party, as may be required;

11.2. We may share information that we collect or obtain through the App with the relevant authorities, entities or persons if we reasonably believe that we are required by law to share or disclose your information;

11.3. Personal identifiable information may be shared with, or transferred to, our affiliated corporate group entities (entities controlled by, under common control with, or controlling us, directly or indirectly), but their use of such information must comply with this Policy; and

11.4. Upon bankruptcy, dissolution or other liquidation or insolvency events or in the event of merger, sale or transfer of all or a portion of our assets or shares or other reorganization or reconstruction in our ongoing business, the information that we receive, collect or obtain, as outlined in the preceding sections, may be shared with or transferred to, that respective entity, provided that it will undertake to be bound by the provisions of this Policy, with reasonably necessary changes taken into consideration. Upon such transfer or sharing of information, that entity will assume full and exclusive responsibility for all subsequent use and processing it makes of the information and we will be released from any liability to you, regarding the succeeding entity's use and processing of the information by it.

11.5. In any case other than the above mentioned in this Policy, your personally identifiable information will be shared with others only if you provide your consent.

12. Information collected from Registered Member of several Businesses

If you are a Registered Member of more than one Business, we will unite your information which you provide, is collected by or shared with us in the scope of Como Solution licensed to these Businesses. This unified information will be used by us to better advise, assist and support these Businesses in customization their services, offering and promotions to you, to improve our services to them, as well as for other purposes outlined in Section 10 ("Use of collected information"). Provided however that, we will not share details provided by you in a Registration Form of one Business or your actual purchased items at that Business with another Business.

13. Aggregated or anonymized information

The App collects anonymized as well as aggregated information, which does not identify you personally. In addition, we may anonymize your information and/or aggregate it with other End Users' information. Such anonymized or aggregated information will be used by us in any way, including by posting, disseminating, transmitting, sharing or

otherwise communicating or making it available to the Business, Operating Partner as well as any other third party.

14. Use of Automated Decision-Making

You hereby agree to the use of automated decision-making, based on the information you provide us and your usage of Como Solution (including the App, if applicable), including number of transactions, frequency and volume. You will be identified by Como Solution as such, and receive different offerings that the Business or we pre-customize to your profile.

15. Third parties services

15.1. You may provide information through certain areas, features, frames or sections of the App, that are operated by or for third parties. Those third parties may include, e-commerce platforms, scheduling partners, payment services providers and payment processors (“**Third Parties**” and “**Third Parties Services**”).

15.2. It is those Third Parties, and not Como, that are responsible for their data collection practices associated with such Third Parties Services. We encourage you to read the privacy policy of each Third Party.

15.3. Third Parties Services will share with us information they collect from you or you voluntarily provide to them which is related to or within the scope of Como Solution (including the App).

16. Transfer of Data Outside Your Territory

The App, by its nature as an online service, may store and process information in Europe, the United States and in other various locations throughout the globe. If you are a resident in a jurisdiction where transfer of your personal information to another jurisdiction requires your consent, then you hereby provide your express and unambiguous consent to such transfer.

17. Legal basis for processing of data

17.1. Process (including: collection, use and share) of information you provide us through the Registration Form is based on your consent, granted through submission of the Registration Form.

17.2. Consent is personal. You must not provide other person’s information or register on behalf of another person.

17.3. If you intentionally provide us or the Business any information not through and in lieu of a submitting a Registration Form, we will consider that action as your consent for sharing this information with us (or the Business, as applicable), storing and using it for the purpose of identifying you personally on later occasions, including sharing this information with third parties (which provide Third Parties Services) for that purpose. In that case the legal basis for processing this information will be based on fulfilment of contract to provide you services.

17.4. Information we process about you in accordance with this Policy, which is not based on your consent, is processed on the basis of (i) fulfilment of contract to provide you services under Como Solution you joined (including the App you downloaded, if applicable); and/or (ii) our legitimate interests of in order to perform services requested by you from the Business or us.

18. Business Unique Terms

The Business may choose to make available additional terms for its customer loyalty program (“**Business Terms**”) which may include, inter alia, provisions with respect to the information collected by the Business and/or shared with it by Como. Como is not responsible for the Business Terms. In any discrepancy between this Policy and the Business Terms this Policy shall prevail.

19. Your Rights with the Data

19.1. You have the right to exercise any of the following rights, as well as other rights granted to you in accordance with the laws apply to you (“**End User Right(s)**”):

- (a) **Consent Withdraw:** you may withdraw your consent granted to us to collect and process your personal information pursuant to the terms of this Privacy Policy.
- (b) **Right to object:** you may object to the processing of your personal data.
- (c) **Right to erasure (right to be forgotten):** you have the right to request us to delete or remove the personal information collected through your use of Como Solution licensed to the Business (including the App and/or the Business loyalty program).
- (d) **Right of access / Right to data portability:** you have a right to receive a copy of the data collected about you in the course of using Como Solution licensed to the Business.

Following receipt of a copy of the data collected about you, you may ask us to rectify or erase the data collected about you in the course of using Como Solution licensed to the Business.

19.2. You can exercise End User Right(s) by (a) clicking the respective checkbox which is implemented in the App profile page (if available to you, considering the laws apply to the App); or (b) sending us an email to: ComoSupport@como.com. Your email subject shall include the End User Right(s) you would like to exercise (such as: “*Consent Withdraw*”). The email message shall include your full name, mobile number, the email address used for registration to Como Solution licensed to the Business (such as the loyalty program or the App) and the name of the Business. We may have to communicate with you in order to process your request, including to verify your identity. By sending us an email you hereby agree that we will communicate with you for that purpose.

19.3. If you choose to exercise of any End User Right(s) (a)-(c), the following shall apply (“**Profile Anonymization**”):

No later than 14 days from receiving your request, we will (i) delete your personal data from our Operational Database (the database which is available to Businesses in the course of using Como Solution and processed by Como for providing analytics and data insights to the Business); (ii) you will be disconnected from Como Solution licensed to the Business and cease to be a Registered Member; and (iii) you will be able to redeem your benefits/assets accumulated until such exercise (if any) at the Business premises only. You will not be able to accumulate any additional benefits/assets as from exercise of these rights. We encourage you to make a screenshot of your benefits/assets before you submit your request in order to be able to present them to the Business upon redeem.

Exercise of any End User Right(s) (a)-(c) will not affect the lawfulness of processing based on consent before they were exercised. We may continue to process information which your consent is not required for, subject to any applicable law.

19.4. If you choose to exercise End User Right (d), we will send you a copy of the data collected about you in the course of using Como Solution licensed to the Business. The copy will be sent to the email address you used for registration to Como Solution licensed to the Business (such as the loyalty program or the App) or to other email you will submit to us upon exercise of your right (which will be used by us for that purpose only). You hereby agree that we will send you an email with that data and we may communicate with you in order to process your request, including to verify your identity, if required.

You may request that we will rectify or erase your data. We will notify you in writing if rectification or erasure of portion of the data is not feasible. In such case you shall have the option to erase the entire data, by exercising End User Right (c) above.

19.5. Please note that if you have registered yourself to a Business more than once (for example by using different phone numbers or different emails), you will have to exercise

the above rights with respect to each registration separately. In addition, if you are a Registered Member of more than one Business, you will have to exercise the above rights with respect to each Business separately. Please contact us at ComoSupport@como.com if you want to exercise the above rights with respect to all licenses of Como Solution and to apply your Profile Anonymization with respect to Como entirely.

19.6. In addition to the above you have the right to lodge a complaint with a supervisory authority.

20. Data Retention

20.1. We will perform the above Profile Anonymization procedure of your personal data, which is available on our Operational Database at any of the following: (a) if you exercise any of End User Right(s) (a)-(c) above; or (ii) upon the lapse of eighteen (18) months as of termination of the Business engagement with us, whose Como Solution you are registered to.

20.2. Be advised that (i) following Profile Anonymization, you will no longer be registered as a Registered Member in our systems, however, some personal information may still reside in our systems in archived form in such areas which we do not access for using such information; and (ii) certain features or services of the App will not be available or function if such information is deleted or removed.

20.3. Please note that removal of the App from your device does not cause a deletion or anonymization of the information you voluntarily provided or information that we collected in accordance with this Policy. In addition, if you are a Registered Member of several Businesses or submitted your personal information within different Apps supported by us, Profile Anonymization within one Business will not cause the anonymization of your personal information in other Businesses.

21. Information Security

Security measures are implemented to reduce the risks of damage, loss of information and unauthorized access or use of information. However, these measures are unable to provide absolute information security. Therefore, although efforts are made to secure your personal information, it is not guaranteed and you cannot reasonably expect that the App and its related databases will be immune from any wrongdoings, malfunctions, unauthorized interceptions or access, or other kinds of abuse and misuse.

22. Changes to this Policy

22.1. This Policy may be changed from time to time. Substantial changes will take effect 30 days after an initial notification is posted through the App. Other changes will take

effect 7 days after their initial posting within the Solution or other electronic means. However, if the Policy is amended to comply with legal requirements, the amendments will become effective immediately upon their initial posting, or as required. The most up-to-date Policy is accessible through the Solution's settings or information menu or other electronic means.

22.2. You agree to be bound by any of the changes made to this Policy. Your continued use of the App after the changed take effect will indicate your acceptance of the amended Policy. If you do not agree with the amended Policy, you must uninstall the App and avoid any further use of it.

23. Contact Us

You may send requests, responses, questions and complaints by contacting us at sales@benfranklins422.com

(GDPR only) If your question relates to our data protection officer (DPO) or representative in the EU, we will forward the request accordingly.

For your convenience, this Policy may be translated from English to several other languages. Please note that in any discrepancies between the translation available to you (if any) and the English version, the English version shall prevail.

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