

Privacy Policy

The mission of Fattell Consulting, LLC DBA Foodeaze (“Foodeaze”, or “we”) is to help restaurants and food vendors (“Member Restaurants”) increase sales and boost marketing efforts by providing affordable and easy to use technology and services. Content on our website and some of our services are also visible to unregistered viewers (“visitors”). We believe that our website and Services (as defined in our [User Agreement](#), “Services”) allow our Member Restaurants to more effectively reach our visitors.

This Privacy Policy is part of the [agreement](#) (defined in our [User Agreement](#)) governing your use and access to this website and our Services. The purpose of this Privacy Policy is to inform you of what types of information that Foodeaze may gather from and/or about you when you visit our website or use our Services, how such information may be used, whether such information will be disclosed to anyone, and the choices you have regarding use of such information. This Privacy Policy is intended to inform you of the treatment of information posted on the websites located at <https://www.myfoodeaze.com/> (the “website”). This Privacy Policy does not apply to any other website to which this website is linked and or affiliated, including website of Member Restaurants.

By accessing and using this website or our Services, you consent to the collection and use of personally identifiable information you provide on our website, through our Services, through linked third party social media site such as Facebook®, and any use of such information in accordance with this Privacy Policy, as amended from time to time.

Any personally identifiable information that you may provide on our website or Services may reveal or allow others to identify aspects of your life that are not expressly stated on your profile (for example, your picture or your name may reveal your gender). By providing personal information to us when you create or update your account and profile, you expressly and voluntarily accept the terms and conditions of this Privacy Policy and our User Agreement and freely accept and agree to our collection, processing, and possession of your personally identifiable information for as long as you maintain a user account on our website or Services. Providing any personally identifiable information or other information deemed sensitive by applicable law is entirely voluntary on your part. You may withdraw your consent to our further collection, processing and possession of your personally identifiable information at any time by closing your user account.

Maintaining your trust is very important to us, so we use our best efforts to adhere to the following principles to protect your privacy:

- Foodeaze will only provide your personally identifiable information to third parties: (1) with your consent; (2) where it is necessary to carry out your instructions; (3) as reasonably necessary in order to provide you with access to our website, Services, features and functionality; (4) when we reasonably believe it is required by law, subpoena, or other legal process; or (5) as necessary to enforce our agreement (defined in our [User Agreement](#)) or protect the rights, property, or safety of Foodeaze, Member Restaurants, our visitors and the public.
- Foodeaze has implemented security safeguards designed to protect your personally identifiable information in accordance with industry standards.
- Authorized Member Restaurants and third parties collecting information from our website or Services have agreed to comply with the privacy principles in this Privacy Policy.
- If privacy practices change or vary from this Privacy Policy you will be notified. Such notifications will be posted on this page (See [Changes](#) below).

Information Gathered

Foodeaze will be collecting and tracking information about your activities on the website on an aggregate and or individual basis and will know and keep track of precisely who you are. Foodeaze will collect information from you when you use our Services including, not exclusively, your name, university attended, age, interests, addresses, and contact information. Other information that Foodeaze will automatically collect and/or track includes: (1) the home server domain names, e-mail addresses, and type of web browser of visitors to the Website; (2) the e-mail addresses of visitors that communicate with Foodeaze via e-mail, bulletin boards or chat groups; (3) information knowingly provided by users in online forms or otherwise, registration forms, and surveys; and (4) aggregate and user-specific information on which pages visitors access. This is done to keep track of what users may be interested in and to facilitate support and improvement of our website and Services. Foodeaze does not share such information with third parties. However, we may use information to contact you again either by e-mail or by regular mail or telephone in accordance with our [User Agreement](#).

Cookies

Foodeaze, Member Restaurants and/or third parties, may place Internet cookies on the hard drive of your computer when you access our website or Services. Internet cookies save a visitor's name, password, user-name, screen preferences, the pages of

our website viewed by the visitor and the advertisements, if any, viewed or clicked by the visitor. When a visitor returns to our website, Foodeaze will recognize the visitor by the Internet cookie and customize the visitor's experience accordingly.

In addition, in order to access certain Services, you may be required to provide certain additional identifying information. You never have to answer these questions although this may limit the Services available to you. This information may include your subscriber name or "screen name," areas of interest, password used to access such Services, method of payment if required, and, if applicable, your credit card number. If you are comfortable providing the requested information, such Services are available to you that are impossible for us to offer to anonymous users. If you prefer, you may set your computer to refuse cookies. However, you may not be able to take full advantage of the website if you do so. We reserve the right to request any additional information necessary to establish and maintain your use of our Services.

Use of Information Gathered

We use information collected to analyze what our users like and do not like about our website or Services so that we can design better products and services. Information about what you are searching for also helps focus the advertisements, products and services presented to you, in an effort to make them more valuable to you. In addition, we may use information collected in aggregate to attract customers, Member Restaurants, potential licensors or affiliates to our website. **We will not sell or disclose any personally identifiable information without your express written consent.** Other third parties that may place links on our website may collect information about you when you click on their links or visit their website. You should contact these companies directly if you have any questions about their collection and use of information and their privacy policies, as further described below in Links. This Privacy Policy will continue to apply to you and your information after your access or account is terminated.

Changes

In an effort to satisfy the needs of our customers Foodeaze is constantly evolving and adding new information, products, Services and functionality to our website. In this effort Foodeaze reviews its privacy policies and procedures, particularly when changes are made to our website. If Foodeaze changes this Privacy Policy those changes will be posted to this Privacy Policy, the website, and other places deemed appropriate by Foodeaze so that you will always know what information is gathered, how it may be used and whether it will be disclosed to anyone. Foodeaze will use information collected in accordance with the Privacy Policy under which the information was collected.

If Foodeaze is going to use personally identifiable information collected from users in a manner different from that stated at the time of collection users will be notified via email. Users will have a choice as to whether or not their information is used in this different manner. However, if users have opted out of all communication with Foodeaze, or deleted or deactivated their account, then they will not be contacted, nor will their personal information be used in this new manner. In addition, if any material changes are made to Foodeaze's privacy practices that do not affect user information already stored in a Foodeaze database, a notice will be posted prominently on this website notifying users of such change(s). In some cases where a notice is posted users who have opted to receive communications from Foodeaze will also be emailed, notifying them of the changes in our privacy practices. Any information that is collected, tracked or screened by Foodeaze is the property of Foodeaze, subject to and protected by applicable law.

Log Off

After you've finished accessing your Foodeaze account, do not forget to log off. This prevents someone else from accessing your account if you leave your computer and your session has not automatically shut down.

Links

Foodeaze may provide links to other websites, including links to Member Restaurants and third party websites from which it may earn income by users clicking through such links, as part of our Services. Foodeaze does not control these other websites, is not responsible for them, and makes no representations as to their availability, accuracy, content, quality, nature and copyright compliance or any viruses accessed through them. The fact that Foodeaze provides any such links is not an endorsement, authorization, sponsorship, or affiliation with respect to the business(es) of such website, its owners, or its providers. There are risks in using any information, software, or products found on the Internet, and Foodeaze cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. **YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL YOU HOLD FOODEAZE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY USE OF OR RELIANCE ON ANY CONTENT, GOODS OR SERVICES AVAILABLE ON OTHER WEBSITES.** In addition, you may not link this website or any of its web pages, Services, information, content, third party information, or web pages of any third party provider, or licensors or affiliates of Foodeaze, to your website or any website of any other party. Third party websites or links may collect information about you in a manner that is different from this Private Policy. Foodeaze does not control other websites or their privacy practices. You should investigate the privacy policies of such third party website before providing any personal information.

Consent To E-Mail Communications And Opting Out

By clicking "I Agree" or other word indicating your approval or agreement and entering into this agreement by accessing the website or Services, you are consenting to the receipt of electronic mail ("e-mail") from Foodeaze. Foodeaze may send you e-mail about services, products it believes may be of interest to you, your account, including regulatory communications and or legal notices. You may opt-out of future email communication regarding products and services by unchecking the box below or by following instructions contained in any e-mail that you receive from us, however, Foodeaze reserves the right to e-mail you, and you consent to receive via e-mail, important information relating to regulatory communications and or legal notices.

Other Provisions

This Privacy Policy, as part of the User Agreement represents the entire binding agreement between us, and our respective successors and assigns, and supersedes any and all prior understandings, statements or representations, whether electronic, oral or written, regarding Foodeaze, our Services, our website or the information thereon. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced. You acknowledge that, in providing you with access to our website and Services, Foodeaze has relied upon your consent to be bound by the terms of this Agreement and any user or license agreement(s) related to or accompanying the website and Services. You further acknowledge that you have read, understand and agree to be bound by the terms of this Agreement or any other agreement with Foodeaze that applies to your use of the website and our Services, as currently in effect and as amended from time to time. This Agreement, and all future agreements you shall enter into with Foodeaze, unless otherwise indicated, shall be governed by the laws of the state of New York, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with Foodeaze in New York or elsewhere. You submit to the personal and exclusive jurisdiction of the State and local courts located within and the Federal courts having jurisdiction over claims arising in New York County, New York. This website is controlled, operated and administered from the United States of America. Foodeaze makes no representation that the information on the website or Services are appropriate, available or legal for use outside the United States. You may not use the website or our Services or export the same from or through this website in violation of U.S. export laws and regulations. If you access this website from a location outside the United States, you are solely responsible for compliance with local laws. Any provision of this agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provision of this Agreement or affecting the validity or enforceability of such remaining provisions. Foodeaze shall not be liable for any failure to perform its obligations in connection with any Services or access to our website, where such failure results from any act of God or other cause beyond its' reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents, accessing Information, Services or the website. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this agreement.