

MAPLE STREET BISCUIT COMPANY

Privacy Policy

(EFFECTIVE November 10, 2018)

The web is a dark and scary place, please make sure to review our Privacy Policy.

Agincourt Industries, LLC together with its subsidiaries d/b/a Maple Street Biscuit Company (collectively, “Maple Street”, “we”, “us and “our”) offers you access to its interactive online websites, applications and services. This Privacy Policy explains what information may be collected when you access this website (www.Maplestreetbiscuits.com) (this “Website”) or use any of our mobile or other applications (“Applications”), how we and others use this information, under what circumstances we may disclose the information to third parties, and the instances in which we may allow third parties to collect information directly. Depending on your activities when using or accessing our Website or Applications (collectively, “Services”), you may from time-to-time be required to agree to additional terms and conditions.

Please note that this Privacy Policy applies regardless of whether you use our Services via a computer, mobile device or other platform (collectively, your “Equipment”). Also, this Privacy Policy applies only to information we collect through our Services and does not apply to our collection of information from other sources (e.g., in person at our restaurants, over the telephone, etc.).

While employment opportunities are identified as part of the Services, the process of applying for employment is conducted on a separate website not controlled by us and not subject to this Privacy Policy.

This policy is part of the Terms of Use (“Terms”) for our Services. Our attorney likes to write a lot so we may update this policy from time to time – basically when our attorney feels the need or the law requires use to do so. You should review this Privacy Policy frequently, as it may change from time to time without notice. Any changes will be effective immediately upon the posting of the revised Privacy Policy. When you use our Services, you agree to this Privacy Policy. If you do not agree to

this Privacy Policy, or to any changes we may subsequently make, immediately stop using our services. Continued use signifies that you agree to the changes and that to the extent permitted by law, you waive any right you may have to receive notice to specific changes. Please note, however, that if we decide to use your personally identifiable information in a manner materially different than what is provided in this Privacy Policy or what we advised at the time it was collected, we will notify you of this change by e-mail to the last e-mail address provided to us or through our Applications. You will have a choice (by means of an “opt out” opportunity) as to whether or not we use their information in this different manner. In such case, we will use your personally identifiable information in accordance with the terms in place when the information was collected.

A. Information We Collect

Yup, sorry . . . we collect certain information from you by virtue of your use of our Services. This is really the whole point of this Privacy Policy.

We typically collect two kinds of information about you when you use our Services: (1) information that you provide that personally identifies you; and (2) information that does not personally identify you that we automatically collect or that you provide us as further explained below:

(1) Personally Identifiable Information: This type of information includes any information that may be used to specifically identify or contact you, such as your name, mail address, phone number, email address, date of birth, geo location (which may include specific latitude and longitude), financial payment information for purchases, and financial and business information related to a franchise application. As a general policy, we do not automatically collect your personally identifiable information when you visit our Website. In certain circumstances, we may request, allow or otherwise provide you an opportunity to submit your personally identifiable information in connection with a feature, program, promotion or some other aspect of our Services, for example: (a) information you provide directly when you use or otherwise interact with our Services, complete a survey, contact us through our customer service email address – info@maplestreetbiscuits.com, provide feedback and/or submissions, make a press inquiry, or submit information through or in connection with our services; (b) information recorded as a result of your interaction with us, our vendors/suppliers or franchises and/or use our Services, historical sales information, your geolocation (which may include specific latitude and longitude) and information about the device you are using or through our marketing activities; (c) information we collect about you from third parties in order to supplement our existing information about you; (d) information that is publicly available, for example information you submit to a blog, chat room or social media network; (e) information submitted in an online form for individuals interested in becoming a franchisee; (f) information that your social media network provides to us if you connect your social media account with Maple Street. We may combine information we collect about you and may combine information we collect about you with information we collect from other sources.

(2) Non-Personally Identifiable Information: This is any information that does not personally identify you. Non-personally identifiable information can include certain personally identifiable information

that has been de-identified; that is, information that has been rendered anonymous. We obtain non-personally identifiable information about you from information that you provide us, either separately or together with your personally identifiable information. We also automatically collect certain non-personally identifiable information from you when you access use our Services through your Equipment. This information can include, among other things, your mobile device, other applications or software you are using, wireless carrier, IP addresses, the type of browser you are using (e.g., Internet Explorer, Firefox, Safari, etc.) the third party website from which your visit originated, the operating system you are using (e.g., Vista, Windows XP, Mac OS, Android, iPhone, etc.), the domain name of your Internet service provider (e.g., Xfinity, AT&T, etc.), the search terms you use; and how much you use our Services.

Location Information: When you use our Services, particularly our Application(s), we may automatically collect certain Equipment (mobile device) specific information. This includes the general or specific location of your Equipment through GPS, Bluetooth or WiFi signals. Before we collect or send location-specific information, it is our practice to ask for your consent. In some instances, your operating system may not allow you to install an Application without giving us consent. In all instances, you may withdraw your consent by disabling location features for your Equipment – the Application will still work though certain location features (e.g., Store Locator) may not function.

B. How We Use & Share The Information Collected

(1) Personally Identifiable Information: The personally identifiable information you submit to us is generally used to carry out your requests, respond to your inquiries, better serve you, process orders that have been placed, or in other ways naturally associated with the circumstances in which you provided the information. We may also use this information to later contact you for a variety of reasons, such as customer service, providing you promotional information for our products or those of our parent company, subsidiaries or other affiliated companies (“Affiliated Companies”), invite you to participate in surveys (that may or may not be anonymous) or to communicate with you about content or other information you have posted or shared with us via use of our Services. You may opt-out from receiving future promotional information from us or our affiliated companies, or direct that we not share your information with any affiliated companies, as set forth below.

In certain instances we may also share your personally identifiable information with our third party vendors performing functions on our behalf (or on behalf of our Affiliated Companies) – e.g., vendors that operate our website store/shop, process credit card orders, administer our promotions, provide us marketing or promotional assistance, analyze our data, assist us with customer service, etc. Our vendors agree to use this information, and we share information with them, only to carry out our requests. In addition, we may share your personally identifiable information with participating sponsors to a program or promotion (e.g., a sweepstakes or contest) you enter via our Services and certain co-promotional partners and others with whom we have marketing or other relationships. Except as provided in this Privacy Policy or in our Terms of Use,

your personally identifiable information will not be shared or sold to any third parties without your prior approval.

(2) Non-Personally Identifiable Information: We use non-personally identifiable information in a variety of ways. For example, we may use non-personally identifiable information to evaluate use of our Services (e.g., visits to our Website, use of our Applications, etc.), track the types of products being purchased, gauge coupon redemption rates, provide location based services to you (e.g. so we can notify you of nearby warm, flaky biscuits) understand customer needs and trends, carry out targeted promotional activities, and to improve our services. We may use your non-personally identifiable information by itself or aggregate it with information we have obtained from other customers or other sources. We may, among other things, share your non-personally identifiable information with our Affiliated Companies, allow third parties to collect such information directly from you, and/or sell the non-personally identifiable information to third parties to achieve these and any other business objectives (e.g., generate revenue, form alliances, etc.).

C. Cookies and Preference Based Advertising

No, not our delicious brown butter, sea salt, chocolate chip cookies.

(1) Cookies and Web Beacons: We automatically receive and store certain types of non-personally identifiable information whenever you interact with us. For example, like many websites, we use "cookies" and "web beacons" (also called "clear gifs" or "pixel tags") to obtain certain types of information when your web browser or Equipment accesses our Website. "Cookies" are small files that we transfer to your Equipment's hard drive, memory or web browser to enable our systems to recognize you and to provide convenience and other features to you. Told you they were not our delicious cookies. "Web beacons" are tiny graphics with a unique identifier, similar in function to cookies, and may be used to track the online movements of users, when an email has been opened, and to provide other information.

Examples of the information we collect and analyze in this manner include the Internet Protocol (IP) address used to connect your Equipment to the Internet; computer and connection information such as browser type and version, operating system, and platform; your activities on our Website, including what you view/search for, as well as the URL you come from and go to next (whether this URL is on our site or not); and cookie number. It is important to note that the cookies and web beacons that we use do not contain, and are not tied to, and are not used to automatically collect any personally identifiable information about you.

If you are concerned about the storage and use of cookies, you may block or limit the storage of cookies via browser controls or other software (we do not make any promise that our Services will recognize or be able to work with any such browser controls/software – e.g., see below for Do Not Track options). You may also be able to delete cookies manually from your Equipment through your

internet browser, operating system or other programs. Please note, however, that some portions of our Services will not function properly or be available if you are able and do block and/or delete cookies.

Now that you are craving a delicious Maple Street cookie, here is more legal stuff.

(2) Preference Based Advertising: We may now or in the future work with third parties, including third party advertising networks and website analysis firms, who use cookies and web beacons to collect non-personally identifiable information when you visit our Website and third party sites. The non-personally identifiable information, collected through cookies and/or web beacons, is often used by these advertising networks to serve you with advertisements, while you are on our Website and/or on third party sites, that better reflect your preferences and needs. For more information on how this type of advertising works, go to www.aboutads.info. You may also visit the Network Advertising Initiative consumer opt out page at www.networkadvertising.org/choices.

For those that don't like cookies, you can opt out. Here is how: you do not wish to participate in preference based advertising via these third party advertising networks, go to www.aboutads.info and follow the simple opt-out process. A couple of important notes about this opt-out tool: (1) it includes all the advertising networks that we may work with, but also many that we do not work with; and (2) it may rely on cookies to ensure that a given advertising network does not collect information about you ("Opt-out Cookies"). Therefore, if you use or buy new Equipment, change web browser or delete these Opt-out Cookies, you may need to perform the opt-out task again.

(3) Do Not Track Features: Certain browsers may offer you the option of providing notice to websites that you do not wish for your online activities to be tracked for preference based advertising purposes ("DNT Notice"). Some browsers are, by default, set to provide a DNT Notice, whether or not that reflects your preference. Providing DNT Notice is often touted as a means to ensure that cookies, Web beacons and similar technology are not used for preference based advertising purposes – that is, to restrict the collection of non-personally identifiable information about your online activities for advertising purposes. Unfortunately, given how preference based advertising works, DNT Notices may not effectively accomplish this goal. For this and a variety of other reasons, with respect to our Website, we do not take any action based on browser based DNT Notices. Rather, if you do not wish to participate in preference based advertising activities, you should follow the simple opt-out process identified above.

We may share your personal or other information with third parties as described in this Privacy Policy and for our business purposes including for example, (a) to suppliers/vendors who are performing Services for us, including without limitation companies that host our Services or information systems, deliver communications on our behalf, make gift cards services available to you, or otherwise assist us with providing Services to you; (b) to our affiliates, franchisees,

suppliers/vendors, and to other third parties including as part of our consideration of any franchise application and to administer our Services; (c) to third parties when you use their services together with our Services, or when you share information directly through our Services. For example, the Services may contain links to third-party websites that incorporate comments and social media features. The Services also contain a Facebook button and a Twitter button. If you choose to use these features or other comment sharing features provided through the Services, you may disclose your Personal Information not just to third-party websites and services, but also their users and the public more generally. The Services may also allow you to share portions of your account information with third parties and will automatically share information about your use of our Services with third parties; (d) to third parties that operate plug-ins on the Services (such as the Facebook and Twitter buttons). Even if you do not click these plug-ins, they may collect information about you, such as your IP address and the pages that you view. These plug-ins are governed by the privacy policy of the company that is providing them; (e) to suppliers/vendors and other third parties to engage in analysis, research, improvements to our products and services, and product development. These parties may use insights gathered from such information to improve their own products or services; (f) to supplies/vendors and other third parties in aggregated form and/or in a format that does not, by itself, identify you individually, such as sharing statistics about users of the Services, suppliers/vendors, and third party(ies)' business purposes or otherwise; and (g) pursuant to judicial subpoenas, warrants, or other similar orders.

D. Other Uses & Information

In case you wanted an associate's degree in computer science . . .

(1) IP Addresses: An IP address is a number that is automatically assigned to your Equipment whenever you access the Internet. Web servers (computers that "serve up" web pages) automatically identify your Equipment by its IP address. When visitors request pages from our Website, we may log your IP address. We may collect IP addresses for several purposes including, without limitation, to report non-personal aggregate information to others, and to track the use of our Services. IP addresses are considered non-personally identifiable information and may also be shared as provided above. It is not our practice to link IP addresses to anything personally identifiable; that is, the visitor's session will be logged, but the visitor remains anonymous to us. However, we reserve the right to use IP addresses to identify a visitor at the request of the visitor or when we feel it is necessary to enforce compliance with our Service rules or to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our Services, or other users; or (d) in an emergency to protect the health and safety of our customers or the general public.

(2) Email Communications: If you send us an email with questions or comments, we may use your personally identifiable information to respond to your questions or comments, and we may save your questions or comments for future reference. For security reasons, we do not recommend that you send non-public personal information, such as passwords, social security numbers, or bank account information, to us by email. In fact, this is just a good life lesson and something you should

always avoid doing. We may use your email address to send you more information about our delicious biscuits and deals surrounding our other fabulous offerings. You may "opt out" of receiving future commercial email communications from us by clicking the "unsubscribe" link included at the bottom of most emails we send, or as provided below; provided, however, we reserve the right to send you transactional emails such as customer service communications.

(3) Transfer of Assets: As we continue to develop our business, we may sell or purchase assets. If another entity acquires us or all (or substantially all) of our assets, the personally identifiable information and non-personally identifiable information we have about you will be transferred to and used by this acquiring entity, though we will take reasonable steps to ensure that your preferences are followed. Also, if any bankruptcy or reorganization proceeding is brought by or against us, all such information may be considered an asset of ours and as such may be sold or transferred to third parties.

(4) Other: Regardless of any other provision in this Privacy Policy, we reserve the right to disclose any personally identifiable or non-personally identifiable information about you if we are required to do so by law, with respect to copyright and other intellectual property infringement claims, or if we believe that such action is necessary to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our Services, or other users; or (d) in an emergency to protect the health and safety of our customers or the general public.

(5) Your California Privacy Rights: Residents of the State of California, under certain provisions of the California Civil Code, have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed certain personally identifiable information as defined under California law during the preceding year for third party direct marketing purposes. You are limited to one request per calendar year. In your request, please attest to the fact that you are a California resident and provide a current California address for our response. You may request the information in writing as provided in Section I below.

E. Public Forums

We may offer chat rooms, blogs, message boards, bulletin boards, or similar public forums where you and other users of our Services can communicate. The protections described in this Privacy Policy do not apply when you provide information (including personal information) in connection with your use of these public forums. We may use personally identifiable and non-personally identifiable information about you to identify you with a posting in a public forum. Any information you share in a public forum is public information and may be seen or collected by anyone, including third parties that do not adhere to our Privacy Policy. We are not responsible for events arising from the distribution of any information you choose to publicly post or share through our Services.

F. Children

Not all our Services are intended for children. We do not knowingly collect personally identifiable information from children under the age of 13. If you are a parent or guardian of a child under the age of 13 and believe he or she has disclosed personally identifiable information to us please contact us at info@maplestreetbiscuits.com or write to us at Maple Street Biscuit Company c/o Risk Management Department, 340 Corporate Way, Suite 300, Orange Park, Florida 32073. A parent or guardian of a child under the age of 13 may review and request deletion of such child's personally identifiable information as well as prohibit the use of that information. If you are between the ages of 13 and 18, please ensure that you are using the services with permission of a parent or legal guardian.

G. Keeping Your Information Secure

We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online or through our Services, and are not responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information. In the unfortunate event that your "personally identifiable information" (as the term or similar terms are defined by any applicable law requiring notice upon a security breach) is compromised, we may notify you by e-mail (at our sole and absolute discretion) to the last e-mail address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation. From time to time we evaluate new technology for protecting information, and when appropriate, we upgrade our information security systems.

H. Other Sites/Links

Our Services may link to or contain links to other third party websites that we do not control or maintain, such as in connection with purchasing products we may recommend or reference via our Services and/or advertisements you may see while using our Services. We are not responsible for the privacy practices employed by any third party website. We encourage you to read the privacy statements of all third party websites before submitting any personally identifiable information through these websites, including without limitation, our online ordering site which is controlled by a third party.

I. Contact & Opt-Out Information

You may contact us as at info@maplestreetbiscuits.com if: (a) you have questions or comments about our Privacy Policy; (b) wish to make corrections to any personally identifiable information you

have provided; (c) want to opt-out from receiving future commercial correspondence, including emails, from us or our affiliated companies; or (d) wish to withdraw your consent to sharing your personally identifiable information with others.

We will respond to your request and, if applicable and appropriate, make the requested change in our active databases as soon as reasonably practicable. Please note that we may not be able to fulfill certain requests while allowing you access to certain benefits and features of our Website.

J. Sole Statement

This Privacy Policy as posted on this Website is the sole statement of our privacy policy with respect to this Website, and no summary, modification, restatement or other version thereof, or other privacy statement or policy, in any form, is valid unless we post a new or revised policy to the Website.