

BRASSERIE FLEURIMONT
PRIVACY POLICY

(Last modified on March 19, 2018)

Welcome to the BRASSERIE FLEURIMONT Website and Application! This Privacy Policy (the “**Policy**”) explains the privacy practices of BRASSERIE FLEURIMONT Inc. (“**BRASSERIE FLEURIMONT**”, “**we**”, “**us**” or “**our**”) and covers several different situations, so please refer to the following definitions for clarification:

- “**Application**” refers to the BRASSERIE FLEURIMONT application, a free app for iOS and Android developed and owned by BRASSERIE FLEURIMONT. The Application also includes any Application updates and upgrades that BRASSERIE FLEURIMONT may provide to you or make available to you, to the extent that such items are not accompanied by separate Terms of Use.
- “**Device**” refers to the handheld or tablet device onto which you download the Application and are using the Services.
- “**Services**” are the services provided by BRASSERIE FLEURIMONT and include mobile payment, ordering, and customer rewards programs and related services. The Services are generally available through the Application, although certain functions are also available on the Website.
- “**Website**” is the website located at <http://www.Brasserie Fleurimont.com> which is owned and operated by BRASSERIE FLEURIMONT, and includes all subdomains, present and future.

Additional definitions may be made throughout this Policy, but they will be recognizable as they will be capitalized, bolded, and in quotation marks. Additional definitions may also be found in the Terms of Use (the “**TOU**”), and will have the same meaning in this Policy as they do there. The definitions found in this Policy shall also apply to the TOU.

By visiting or using the Website, or downloading, using or accessing the Application on your Device, you agree to be bound by the terms of this Policy. If you do not agree to all the provisions contained in the Policy, you are not authorized to use the Website, the Application or any Services. If you have downloaded the Application and do not agree to all the provisions of the Policy, you must delete the Application from your Device.

BRASSERIE FLEURIMONT reserves the right, at any time and without prior notice, to modify or replace any of the Policy. Any changes to the Policy can be found at this URL. It is your responsibility to check the Policy periodically for changes. Your use of the Website and/or the Application following the posting of any changes to the Policy constitutes acceptance of those changes. If there are any significant changes to the Policy that materially affect the way we treat your information, you will be notified upon opening the Application.

The Policy should be read in conjunction with the [TOU](#), as both these documents govern your use of the Website and / or the Application.

If you have any questions about the Policy or if you wish to inquire about and / or access any Personal Information (as defined below) BRASSERIE FLEURIMONT holds about you, please contact: BRASSERIE FLEURIMONT Inc. at info@BrasserieFleurimont.com or at 1325 12e Avenue Nord Sherbrooke , Quebec J1E 3P6 Canada.

1. GENERAL STATEMENT OF PRIVACY

BRASSERIE FLEURIMONT takes your privacy and security of Personal Information (as defined below) very seriously. We have provided a secure environment and this strict Policy that describes the limited ways the information is used and the limited access to such information.

2. SCOPE OF POLICY

- **Personal Information.** This Policy covers the treatment of personally identifiable information (“**Personal Information**”) and other information gathered by BRASSERIE FLEURIMONT when you are using the Services. This Policy also covers BRASSERIE FLEURIMONT’s treatment of any Personal Information that BRASSERIE FLEURIMONT may share with its business partners or other third parties under very limited circumstances.
- **Third Party Services.** This Policy does not apply to the general practices and treatment of information (whether personal or not) by third parties that BRASSERIE FLEURIMONT does not own or control, including but not limited to any third-party websites or services (“**Third-Party Website**” or “**Third-Party Service**”) that you elect to access through the Services or via a link from the Services. While we attempt to facilitate access or link only to those Third-Party Websites or Services that share our respect for your privacy, we cannot take responsibility for the content or privacy policies of those Third-Party Websites or Third-Party Services. We encourage you to carefully review the privacy policies of any Third-Party Website you access or Third-Party Service you use.
- **Communications.** This Policy does not cover any Personal Information you send to BRASSERIE FLEURIMONT via any mode of communications such as email, instant messenger, Facebook, Instagram or any other existing or future social media, as communications via these methods may be subject to interception, loss, or alteration. While we welcome your comments and suggestions sent to us in this manner, we encourage you to carefully examine what Personal Information you send to BRASSERIE FLEURIMONT via these methods.
- **No Collection of Personal Information as a Matter of Course.** BRASSERIE FLEURIMONT does not, as a matter of course, gather any of your Personal Information while you are using the Services, unless you are asked to provide such information. Personal Information is only gathered with your informed consent. Where you have provided Personal Information, it will only be used for the stated purpose, as detailed more specifically in the next section.
- **Limited Collection.** The following is an exhaustive list of Personal Information collected from you when you use the Services and what we use it for. You acknowledge that you are submitting this Personal Information with your informed consent.
 - **Account Information.** As specified in the [TOU](#), in order to use the Services on the Website and / or on the Application, you may be required to create a User Account and, as such, to provide the following accurate and truthful Personal Information (“**Account Information**”): first name,

last name, email address, age, gender, postal address, cell number, and food allergies. Account Information are used to manage your account, to verify your credentials for logging-in to the Services, to provide you with the Services and to communicate you information about your account. We may also use your Account Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you as further described in Section 5 (Mailing List Management).

3. NON-DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES

- **Limited Disclosure.** Except as provided in this Section 3, and in Sections 5 (Mailing List Management) and 6 (Security and Encryption of Information), BRASSERIE FLEURIMONT does not divulge any Personal Information gathered via the Services to third parties, other than individual(s) to which you offer a gift card (in which case your name and email address is disclosed to such individual(s) only).

Moreover, BRASSERIE FLEURIMONT does not sell, rent, trade or license any Personal Information regarding its users to third parties. Only the employees, representatives, subcontractors, officers, agents, or assigns of BRASSERIE FLEURIMONT (collectively, the “**Representatives**”) are responsible for the management and development of the Services, and only these individuals have access to the information collected there. These Representatives all have been instructed to comply with the Policy.

We may share any information we have collected about you or that you have submitted (whether Personal Information or not):

- in response to subpoenas, court orders, or legal process, or to establish, protect, or exercise our legal rights or defend against legal claims or demands;
- if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, fraud, or situations involving potential threats to the safety of any person, or any violation of the [TOU](#);
- if we believe it is necessary to investigate, prevent, or take action regarding situations that involve abuse of the Services infrastructure or the Internet in general (such as voluminous spamming, denial of service attacks, or attempts to compromise the security of the Services infrastructure or the Services generally);
- to a parent company, subsidiaries, joint ventures, or other companies under common control with BRASSERIE FLEURIMONT (in which case we will require such entities to honour this Policy);
- if BRASSERIE FLEURIMONT merges with another entity, is subject to a corporate reorganization, sells or transfers all or part of its business, assets or shares (in which case we will require such entity to assume our obligations under this Policy, or inform you that you are covered by a new privacy policy).

4. COLLECTION, USE AND DISCLOSURE OF NON-PERSONAL INFORMATION

- **Usage Information.** We collect information about usage of the Application and the Website from within the Application and Website (“**Usage Information**”), but none of this information identifies you personally. For example, each time you use the Application or the Website, we automatically

collect the list of most used screens by users. We use Usage Information collected in this manner (i) to better understand your needs and the needs of the Services users in the aggregate; (ii) for statistical purposes to keep track of the usage of the Services with a view to introducing improvements; and (iii) to trace any fraudulent or criminal activity, or any activity in violation of the [TOU](#).

- **Limited Disclosure.** We may share certain Usage Information with third parties so as to optimize our Services, provide statistics on the use of our Services, or provide targeted marketing offers.

5. MAILING LIST MANAGEMENT

BRASSERIE FLEURIMONT may use third party service providers to manage our mailing list and send out emails. In which case, Personal Information is transferred to such service providers in order for the mailing list to function properly. Your Personal Information is only used for the proper sending out of email. If BRASSERIE FLEURIMONT uses any such third-party provider, it will obtain representations from them that they do not use this Personal Information for any other purpose and will not transfer or sell your Personal Information to any other third party.

You may unsubscribe from BRASSERIE FLEURIMONT's mailing list at any time, by following the link at the bottom of all BRASSERIE FLEURIMONT emails or by contacting us at info@BrasserieFleurimont.com. Please note that if you unsubscribe from transactional emails, you may not receive important information about your account.

6. SECURITY AND ENCRYPTION OF INFORMATION

- **Security.** BRASSERIE FLEURIMONT uses only industry best practices (physical, electronic and procedural) in keeping any data collected (including Personal Information) secure. In addition, BRASSERIE FLEURIMONT uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services, and these third parties have been selected for their reliability in terms of security, both electronic and physical. You acknowledge that our third-party vendors and hosting partners may be located in jurisdictions or countries where the privacy laws may not be as protective as those in your home province, state, country or other governmental jurisdiction.
- **Risks Associated with the Internet or Wireless Data Transmission.** Despite BRASSERIE FLEURIMONT's best efforts to ensure third parties will not access or obtain your Personal Information through the Services, complete confidentiality and security cannot currently be guaranteed on the Internet and/or where data is transferred via wireless digital technology of any type. Communication in this manner is subject to interception, loss, or alteration. You acknowledge and agree that BRASSERIE FLEURIMONT cannot be held responsible for any losses or damages whether pecuniary or otherwise resulting from the transmission of your Personal Information in this manner and that such communications are at your own risk.

7. GENERAL INFORMATION TRANSFER FROM THE SERVICES

Any information (personal or not) the Services collect while you use them may be stored locally on your Device, then transferred to servers controlled by [Saygo](#) (which provides BRASSERIE FLEURIMONT with a Third-Party Service) and then received by BRASSERIE FLEURIMONT as a result of the data being sent by

[Saygo](#). The information, however, is only used (or not used) by BRASSERIE FLEURIMONT as described elsewhere in this Policy.

8. PERMISSIONS

The following is a complete listing and description of what functions on your Device that were developed by third parties are accessed and / or modified by the Application. Unless otherwise specified, these permissions apply both to iOS Devices and Android Devices.

- Localisation services. Allows the Application to determine your location through network and GPS services.
- Notifications. Allows the Application to send you notifications, but only with your express permission. You can turn off notifications at any time through your Device settings.

9. USER CONTROL AND UNINSTALL FOR THE APPLICATION

For the Application, you can access and change certain user settings from the settings menu on your Device. You may also uninstall; uninstall methods may vary depending on your Device or the iOS or Android version of the Application. BRASSERIE FLEURIMONT has no control over these functions and denies any responsibility of your use thereof, or any data or Personal Information sent to third parties as a result of said activities.

10. ACCESS TO AND DELETION OF PERSONAL INFORMATION

If you wish to inquire about and access what Personal Information BRASSERIE FLEURIMONT holds about you, or if you wish to delete any Personal Information held about you from our databases, please contact us at info@BrasserieFleurimont.com. Please note that deletion of your Personal Information may make it impossible for you to use the Services.

11. COMPLIANCE WITH PRIVACY LAWS AND ANTI-SPAM LAWS

- **Privacy**. This Policy and BRASSERIE FLEURIMONT's practices in general are designed to be in compliance with Canada's *Personal Information Protection and Electronic Documents Act* ("PIPEDA", S.C. 2000, c. 5) and Quebec's *An Act Respecting the Protection Of Personal Information in the Private Sector* (R.S.Q. c. P-39.1). If you have any questions regarding this compliance, please contact us at info@BrasserieFleurimont.com.
- **Anti-Spam**. BRASSERIE FLEURIMONT is committed to ensuring that we respect anti-spam legislation, specifically the U.S. CAN-SPAM Act of 2003 (15 U.S.C. Ch. 103) and the Canadian law informally known as Canada's Anti-Spam Law ("CASL", S.C. 2010, c. 23). If you feel you have received emails from us in violation of these laws, please contact us at info@BrasserieFleurimont.com.

12. LIMITATION OF LIABILITY

BRASSERIE FLEURIMONT, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, LICENSORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS WILL NOT BE HELD LIABLE FOR ANY LOSSES OR DAMAGES (DIRECT OR

INDIRECT, PECUNIARY OR OTHERWISE) RESULTING FROM THE MISUSE OF ANY INFORMATION COLLECTED BY ANY THIRD PARTY, OR ANY MISUSE OF ANY INFORMATION COLLECTED THROUGH THE SERVICES NOT IN VIOLATION OF THE POLICY. IN ADDITION TO THE FOREGOING AND THE OTHER TERMS OF THIS POLICY, YOU UNDERSTAND AND AGREE THAT ANY DISPUTE OVER PRIVACY IS ALSO SUBJECT THE [TOU](#) (INCLUDING THE LIMITATION OF LIABILITY PROVISIONS).

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