

## PRIVACY POLICY

We at Charley's believe that your privacy protection is important. This privacy policy explains our practices and policies regarding the personal information we collect from you when you visit our websites. The policies set forth below apply only to your visit to the websites operated by or for Gosh Enterprises, Inc. or its affiliates ("Charley's" or "we" "Charley's"). These websites include those that contain **charleys.com** in their URLs (the "Charley's Sites").

Websites which are linked to/from the Charley's sites (including banner ads and the like, if any) may have different privacy policies, so please review the privacy policy notices on those websites for details. We do not control and are not responsible for the content or privacy practices of third-party websites which are linked to/from the Charley's Sites.

While Charley's does not generally require that you provide us with personal information to visit and use the Charley's Sites, in order to participate in some offers or activities or to access certain information or services, it may be necessary for you to provide personal information. If you choose not to provide personal information for those activities, you may not be able to access or participate in those activities or services.

### Collection of Information:

For each visitor to a Charley's Site, Charley's Web server automatically recognizes and stores information such as the visitor's IP address/domain name combination, your computer's operating system and the type of browser you use and the specific web pages you visit. We use this information to follow visitor traffic patterns through our sites for purposes such as enhancing usability. Your computer provides this information automatically each time you log on, unless you've activated blocking technology available in some browsers.

When you visit Charley's Sites or use one or more of our services, such as the store locator, we may use an industry-wide technology known as "cookies" which store certain information on your computer and which would allow us to customize your visit to our Site or facilitate your signing in to use the services. Most browsers will allow you to erase cookies from your computer hard drive, block acceptance of cookies, or receive a warning before a cookie is stored. Please refer to your browser instructions or help screen to learn more about these functions. We may collect and maintain and may share statistical or aggregated non-personal information about our users with our business partners and other third parties.

Additionally, you may be asked to provide personal information, such as your *email address, name, mailing address, telephone number*, other demographic information, financial information and employment related information as may be found on resumes, background verification information or in employment references *or persistent identifier (such as a customer number held in a cookie)* information, to us if you communicate with us by email or if you supply other information to us voluntarily, for example to enable you to make on-line purchases, to join Charley's E-Club to participate in certain online promotions or activities or to submit an employment application, franchise application or stories or comments to us. Charley's may combine the information you provide on Charley's Sites with information we may collect offline from you or from third parties so that we can more effectively tailor our Site, services and product offerings to you.

Charley's will not use the personal information you provide except for the purposes indicated or inferred at the time you voluntarily provide such information to us. We may share personal

information with our service providers and consultants for our internal business purposes. Charley's will not share the personal information you provide on the Charley's Sites with any other parties, except (a) with your consent, (b) where we have reason to believe that disclosing the information is necessary in an emergency situation or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property or other users or anyone else who could be harmed by such activities, (c) as may be permitted or required to respond to a subpoena or by law or court order and/or (d) to persons or companies with whom Charley's contracts to carry out the internal operations of the Charley's Sites or our business.

### **Charley's E-Club**

As a Charley's E-Club member, you'll be the first to hear about new promotions and may receive coupons and other information about Charley's from us. You can change your preferences by clicking on the "Update profile" link at the bottom of each E-Club message and you can unsubscribe from the E-Club by clicking on the "unsubscribe" link also located at the bottom of each E-Club message.

### **Employment Application**

If you submit an employment application on Charley's Sites, you authorize Charley's to transmit and/or store your information for future consideration. The information collected will be accessible by Charley's employees and agents relevant to the recruitment process and *may also be transmitted directly to Charley's franchisees depending on the job opening*. Charley's accepts no responsibility or liability with respect to the terms and conditions of employment with a Charley's franchisee. The information collected will be used to assess qualifications and experience to determine if it meets specific job requirements and to inform candidates about future job openings.

### **Franchise Application**

If you submit an application to become a Charley's Grilled Subs® restaurant franchisee on Charley's Sites, you consent to the collection, storage, transmission, use and disclosure of the personal information required to be submitted on that application to assist you in applying and to assist Charley's in selecting franchise candidates. Personal information collected from prospective franchisees includes, but is not limited to: *name, address, telephone number, email address, date of birth, citizenship, educational background, criminal background, bank account information, financial statement, social security number and litigation history*. Failure to provide requested personal information may negatively impact a prospective franchisee's ability to become a franchisee. A prospective franchisee's information may be shared with an area developer in their area. An area developer is a third party which is an independent contractor of Charley's which assists with franchise sales, operational and support services to franchisees in a particular territory. An area developer may use personal information to contact a prospective franchisee about franchise sales in its territory or other inquiries. Charley's and its service providers and area developers may share and exchange personal information to order to process your application. We may also disclose your contact information in our Franchise Disclosure Document as required by law.

### **Security**

Charley's takes great care in maintaining the security of your personal information and in preventing unauthorized access to it through the use of appropriate technology and internal procedures. We also have in place privacy protection control contractual obligations with our vendors designed to ensure that personal data is protected from unauthorized access or disclosure. When you transmit sensitive personal information (such as a social security number) to us over the internet, we protect it through the use of encryption, such as Secure Socket Layer (SSL) protocol. However, Charley's does not guarantee that unauthorized access will never occur.

### **Notice Regarding Children's Online Privacy**

We believe that it is important to protect and maintain the privacy rights of children. We do not knowingly collect personal information on our Sites from persons under the age of 13. If we receive actual knowledge that we have collected any individually identifiable information about a child under the age of 13, we will delete that information and not use or disclose the child's information except as may be required by law. We reserve the right to limit participation in particular programs or activities to visitors over the age of 18.

We tailor Charley's Site content and advertising to deliver a better experience for our visitors. Charley's may also share such aggregate information about our visitors with business partners and other third parties.

### **Consent:**

Your use of this website constitutes your agreement to this Privacy Policy as it may be updated by us from time to time. By accepting the terms of the Privacy Policy, you are consenting to the collection and processing of all personal information provided by you on the Charley's Sites and sharing of such information in accordance with the terms of the Privacy Policy.

You are responsible for the content of any information you provide and comments you post on Charley's Sites. We have no obligation to monitor or control any information or comments except as specifically stated, but we reserve the right to review, edit and remove all or any portion of postings which are infringing, unacceptable, undesirable or in violation of our rules in our sole discretion. In no event will we assume or have any liability for any information or comments posted to Charley's Sites or for any claims, damages or losses arising from the use and/or appearance of such information or comments on Charley's Sites. By submitting comments or content to Charley's Sites you grant a perpetual, irrevocable, worldwide royalty-free license to Charley's to use, reproduce, store, modify, perform, distribute, transmit, copy and display such content in any and all media now know or hereafter devised and represent that you have all necessary rights in such posting. If you send us comments, suggestions, ideas, concepts, knowledge or techniques, we will have exclusive ownership of all present and future rights to and may use the information worldwide in perpetuity without acknowledgement or compensation for any purposes including developing, manufacturing or marketing products or modifying or improving Charley's Sites.

### **Changes to Privacy Policy**

Charley's may update this privacy policy from time to time. When we do, we will post the latest policy and revise the "last updated" date at the end of the privacy statement. We encourage you to periodically review this privacy policy for changes.

**Questions:**

If you have any other questions or comments about our Privacy Policy, please send us an email at [feedback@charleys.com](mailto:feedback@charleys.com) or write us at:

Customer Service

2500 Farmers Drive, Suite 200

Columbus, Oh 43235

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