



## LEGAL INFORMATION

### PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

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#### Restriction of Liability

Viva Chicken Holdings, LLC will not be liable for any damages or injury caused by, including, but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Viva Chicken Holdings, LLC will not be liable for any damages or injury, including but not limited to, special or consequential damages that result from the use of, or the inability to use, the materials in this Site, even if there is negligence by Viva Chicken Holdings, LLC, or an authorized Viva Chicken Holdings, LLC representative has been advised of the possibility of such damages, or both. The above limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages. Viva Chicken Holdings, LLC total liability for all losses, damages, and causes of action (in contract, tort [including without limitation, negligence], or otherwise) will not be greater than the amount paid to access this Site.

## **Submissions**

All remarks, suggestions, ideas, graphics, or other information communicated to Viva Chicken Holdings, LLC through this Site (together, the "Submission") will forever be the property of Viva Chicken Holdings, LLC. Viva Chicken Holdings, LLC will not be required to treat any Submission as confidential. Viva Chicken Holdings, LLC will not be liable for any ideas used in its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Viva Chicken Holdings, LLC operations with such Submissions. Without limitation, Viva Chicken Holdings, LLC will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. Viva Chicken Holdings, LLC will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not Viva Chicken Holdings, LLC, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

## **Jurisdiction**

Except as described otherwise, all materials in the Viva Chicken Holdings, LLC are made available only to provide information. Viva Chicken Holdings, LLC controls and operates this Site from its headquarters in Charlotte, North Carolina, United States of America and makes no representation that these materials are appropriate or available for use in other locations. If you use this Site from other locations, you are responsible for compliance with applicable state and local laws. These Terms and Privacy are governed and interpreted under the laws of the State of North Carolina, United States of America. By using this Site you consent to the jurisdiction of the courts located in North Carolina for any action arising from these Terms and Privacy. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises. If any portion of these Terms and Privacy is deemed unlawful, void or unenforceable, then that part shall be deemed severable and shall be construed in accordance with applicable law. Such a term will not affect the validity and enforceability of any remaining provisions. The failure of Viva Chicken Holdings, LLC to act with respect to a breach of these Terms and Privacy by you or others does not constitute a waiver and shall not limit any party's rights with respect to such breach or any subsequent breaches.

## **Gift Cards**

Protect your physical gift card like cash. Lost or stolen physical gift cards will not be replaced. No service fees are charged on physical gift cards. Purchasing online physical gift cards are subject to shipping and handling fees. You may redeem this physical gift card for food and beverages at any participating Viva Chicken®, in the U.S. Each card comes with its own carrier. Other restrictions may apply.

Card Marketing Services, a division of National Business Products, with physical offices at 2026 Johnson Industrial Blvd. Nolensville, TN 37135, provides online physical gift card services to the Viva Chicken Holdings, LLC system of restaurants.

## **Additional Terms for Corporate Customers**

All sales of physical gift cards are final and cannot be returned.

No service fees are charged on physical gift cards.

Physical gift cards may not be resold for less than face value.

By ordering physical gift cards online through this external site, each reseller hereby agrees and acknowledges to fully defend, indemnify and hold harmless Viva Chicken Holdings, LLC., and their

related subsidiaries and affiliates from any action, loss, damage or liability arising from, related to, or in connection with the sale of any gift card sold online by reseller in any jurisdiction.

### **Disclaimer**

THE MATERIAL IN THIS SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. VIVA CHICKEN HOLDINGS, LLC MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. THE MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VIVA CHICKEN HOLDINGS, LLC DISCLAIMS ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VIVA CHICKEN HOLDINGS, LLC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIAL WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT ANY DATA OR INFORMATION YOU SUBMIT WOULD BE SECURE OR FREE FROM UNAUTHORIZED ACCESS OR ACQUISITION, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. VIVA CHICKEN HOLDINGS, LLC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE MATERIAL IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. YOU (AND NOT VIVA CHICKEN HOLDINGS, LLC) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.

### **Linking**

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This site may be linked to other sites which are not maintained by Viva Chicken Holdings, LLC. Viva Chicken Holdings, LLC is not responsible for the content of those sites. The inclusion of any link to such sites does not imply endorsement by Viva Chicken Holdings, LLC of the sites. All other trademarks are the property of the respective trademark owners.

### **Trademarks And Logos**

Use of Viva Chicken Holdings, LLC's registered trademarks, designs and/or logos without the express written consent of Viva Chicken Holdings, LLC is prohibited.

### **Miscellaneous**

These Terms and Privacy will be governed and be interpreted pursuant to the laws of the State of North Carolina, United States of America, notwithstanding any principles of conflicts of law. If any part of these Terms and Privacy is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of this Site for illegal purposes will be provided to the appropriate law enforcement authorities. Viva Chicken Holdings, LLC can revise these Terms and Privacy at any time by updating this posting.

## **Privacy Policy**

### *Scope of Our Policy*

Viva Chicken Holdings, LLC is very sensitive to the privacy concerns of our guests. We believe that privacy of personal information is a serious matter and we strive to manage and protect any information we collect from you or you may share with us in a careful, sensible and lawful manner. When we say "personal information" we mean nonpublic information about you that may include first and last name, address, and numbers such as credit card numbers provided by you.

This policy describes:

How and why we collect your personal information.

How your information is used and shared.

How we protect your information.

How you can control the use of your information.

By visiting any of our Websites, you accept our practices as set forth in this notice. We encourage you to carefully read our policy to understand how we manage this information. Laws and practices governing the handling of this information are constantly changing; as a result we may and do update this policy from time to time. We will not necessarily directly notify you of all changes so you are urged to periodically read and review our policy to take note of any changes.

### **Information We Collect**

The information we collect helps us provide you with the opportunity for a great guest experience at one of our restaurants or on our Websites. Generally, we do not automatically collect personal information from visitors to our Websites who do not elect to provide the information through one of the activities listed in the next paragraph. However, certain non-personal information, including IP address, is recorded by the standard operation of Viva Chicken Holdings, LLC's Internet servers. We may also automatically collect information, on an anonymous basis, about your use of our services, including the type of operating system in use (e.g., Apple OS X, Microsoft Windows), the type of browser you use (e.g., Internet Explorer, Firefox, Safari and Chrome), access times, pages viewed, and the page you visited before navigating to our services.

We also may collect personal information you provide directly to us that can be used to uniquely identify or contact you. The types of information we may collect include name, postal address, email address, zip code, phone number and credit card number.

### **Use and Sharing of Information**

Our primary goal in collecting any of this information is to provide an enhanced online and in-restaurant experience for our guests by understanding each guest's preferences, communicating promotions and upcoming events, and providing the best possible guest experience at our restaurants. We also monitor, in a manner that does not identify you, the number of visitors to our Websites.

### **Cookies**

When you visit the Site, we send one or more cookies. A cookie is a small file containing information that uniquely identifies your browser. We use cookies to improve the quality of our service and your experience on the Site by storing your preferences and tracking user trends. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a

cookie is being sent if you wish. Some Site features and services will not function properly if your cookies are disabled. We may also retain your IP address in order to administer the Site and to identify you in case of unauthorized uses or otherwise to protect our Sites, customers, and others. We also use such detail to gather anonymous demographic information.

### **Third Party Ads**

Viva Chicken Holdings, LLC's uses third parties for Internet advertising. These third parties may also collect anonymous information about your visits to our Websites. This is primarily accomplished through the use of a technology device, commonly referred to as a Web beacon or an Action Tag, which we place on various web pages within our Websites that allows the third party to collect anonymous information through the use of cookies. The third party may use information about user's visits to this and other web Sites in order to provide ads about goods and services of interest to them. Although you may not opt out of receiving online advertisements generally, you may find out how to opt out of having your online behavior collected by third-party advertisers for advertising purposes. You may visit each ad network's website individually to opt-out and review their privacy policies.

We may also share aggregated, anonymous demographic information with our partners and advertisers through use of cookies or other technologies. This information is not linked to any personal information that can be used to uniquely identify or contact a single person.

Generally, we will not share email addresses or personal demographic information with any of our partners. We do use outside third parties to provide services to Viva Chicken Holdings, LLC's, such as marketing, shipping, food and beverage delivery and, credit card processing companies for goods and services. These companies do not retain, share, store, or use personally identifiable information for any purposes except to provide services to Viva Chicken Holdings, LLC's. We also partner with some other companies to provide specific services, such as newsletter or email fulfillment and personalization. When you register for these services, we will share names, or other contact information that is necessary for the third party to provide these services on our behalf. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

We may also share or transfer your information to a third party in connection with a business reorganization, sale of assets, or in connection with a merger. In the event of such transfer, the third party will treat such data in accordance with the terms of this privacy policy. Our Websites as well as some Sites accessible through our Websites use pixels, transparent GIF files or web beacons, to help manage online advertising, learn about how you use of our services and products, and customize your experience on our Websites. These items may deliver cookies, count visits, and understand usage and promotion effectiveness.

### **Giveaways, surveys and contests**

Information requested may include personal information such as contact information (such as name and email address) and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of our Websites.

### **Protection of Information**

Viva Chicken Holdings, LLC's takes reasonable and appropriate precaution to protect user information. When guests submit sensitive information via our Websites, it is protected both online and off-line. When our registration/order form asks guests to enter sensitive personal information (such as credit

card number), we use commercially reasonable and appropriate standards to encrypt the information using industry standard SSL encryption. When you use our registration/order form, you must use a web browser that is capable of supporting the latest industry standard transport encryption methods. Doing so protects your personal information while it is transmitted over the Internet.

While we use transport layer encryption to protect sensitive information online, we also do everything in our power to protect user-information off-line. All of our guests information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job are granted access to personally identifiable information. Furthermore, the servers that we store personally identifiable information on are kept in a secure environment.

### **Control of Information**

If your personally identifiable information changes (such as your zip code), or if you no longer desire our service, we will endeavor to provide a way to correct, update or remove your personal data provided to us. This can usually be done by contacting us using the contact information below. If you receive a marketing email from us, we do provide in each email the option to unsubscribe from future emails.

If we change our privacy policy, we will post those changes on our Websites. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify users by way of an email and by updating this policy. Users will have a choice as to whether or not we use their information in this different manner. We will use information in accordance with the privacy policy under which the information was collected.

### **Children's Privacy**

The content of our Site is not directed to children under the age of 13 and Viva Chicken Holdings, LLC's does not knowingly collect personal information from any child under the age of 13 at our Site without parental consent. Please contact us via the contact address below if you believe we may have collected information from your child without permission from you and we will work to delete it.

### **Privacy Questions**

If you need to contact us for any reason regarding these Terms and Privacy, you may do so by emailing us at [feedback@vivachicken.com](mailto:feedback@vivachicken.com) or by mailing us at the following address:

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