

**Privacy & Security Policies
Terms and Conditions
(Collectively the “Policies”)**

Last Revised: December 29, 2015

PLEASE READ THESE POLICIES CAREFULLY.

BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE POLICIES, DO NOT USE THIS WEBSITE.

This website is operated by DaveMar Corporation and Cosmic Dave’s Franchise Corporation (“Dave’s Cosmic Subs”, “we”, “our” or “us”). These Policies apply to your access to, and use of, this website and any other websites we own and/or operate which link to these Policies (hereinafter collectively referred to as the “Website”). These Policies do not alter in any way the terms or conditions of any other agreement you may have with Dave’s Cosmic Subs for products, services or otherwise.

Terms Of Use

By visiting and utilizing the Website, including but not limited to online ordering and completion of any form, communication, submission of pictures, comments and testimonials, or email, you are agreeing to the collection and use of your information in accordance with these Policies and to be bound by these Policies and any changes to these Policies that we may make from time to time in our sole discretion and without notice. It is your responsibility to review our Policies before each use of our Website. If you do not agree to these Policies, please do not visit our website, utilize any of its functionality, or otherwise submit your information to us. If you have questions about our Policies, please go to Contact Us and submit your question via our electronic feedback form.

You further agree that your use of the Website will at all times be lawful and in compliance with these Policies. You agree that you will not in any way damage our Website or impair our servers or networks, attempt to gain unauthorized access to accounts, computer systems or networks connected to Dave’s Cosmic Subs’ servers, post or submit for posting any unlawful, obscene, threatening, harmful or objectionable content, or content that contains a virus, or interfere with any other person’s use of the Website. Dave’s Cosmic Subs reserves the right to investigate suspected violations of these Policies and terminate your access to and use of the Website in its sole discretion and without notice.

Customer registration for online ordering and customer feedback/submission pages of this website are directed toward and designed for use by persons aged 18 or older. If you are under the age of 18, you may only participate in these activities with permission from a parent or legal guardian. You agree that all information provided as part of any registration or submission is truthful and accurate. Dave’s Cosmic Subs and its affiliates and franchisees reserve the right to refuse service, cancel orders, or refuse to post customer submissions in their sole discretion.

Proprietary Rights And Restrictions

This Website is intended solely for the personal and non-commercial use by users of our Website in the United States only. The Website and all of its content, including but not limited to the Dave’s Cosmic Subs logo, all printed text, graphics, designs, pictures, photographs, images, sounds, videos, messages, testimonials, quotes, audio, files, documents, information, or other materials, and their compilation and the selection and arrangement thereof (the “Website Materials”) are the exclusive property of Dave’s Cosmic Subs and/or its affiliates or licensors and are protected by U.S and international laws. All rights are reserved. No part of the Website may be reproduced, distributed, or transmitted in any form or by any means, including but not limited to photocopying, recording, uploading, posting, e-mailing or by other electronic or mechanical methods without written permission from Dave’s Cosmic Subs. Any use of the information contained on the Website other than for personal, non-commercial use without our prior written consent is a violation of intellectual property laws and is strictly prohibited.

Limited License

Dave’s Cosmic Subs grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Website and the Website Materials for your informational and personal use only. This license is subject to these Policies and does not include: (a) any resale or commercial use of the Website and the Website Materials; (b) the reproduction, distribution, public performance or public display of any Website Materials, except as expressly permitted on the Website; (c) modifying or otherwise making any derivative uses of the Website and the Website Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than page caching) of any portion of the Website, the Website Materials or any information contained therein, except as expressly permitted on the Website; or (f) any use of the website or the website Materials other than for its intended purpose. Any use of the website or the website Materials other than as specifically authorized herein, without the prior written permission of Dave’s Cosmic Subs, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Policies shall be construed as conferring any other license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

Trademarks

All trademarks, service marks, trade names, logos, slogans, and other indicia of origin contained in the website are the property of Dave’s Cosmic Subs, its licensors, suppliers, or other third parties and may not be copied, imitated or used, in whole or in part, without the prior written permission of Dave’s Cosmic Subs or the applicable trademark holder. You may not use any trademark, service mark, trade name, logo, slogan, or other indicia of origin of Dave’s Cosmic Subs or its licensors, suppliers, or other third parties without our, or their, prior written permission. In addition, the look and feel of the website, including all page headers, custom graphics, button icons and scripts, are the

trademark, service mark, and/or trade dress of Dave's Cosmic Subs and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, service marks, registered trademarks, product names and company names or logos mentioned in the website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

Infringement Policy

In accordance with the Digital Millennium Copyright Act and other applicable law, Dave's Cosmic Subs has adopted a policy of terminating, in appropriate circumstances as determined by Dave's Cosmic Subs in its sole discretion, subscribers or account holders who are deemed to be repeat infringers. Dave's Cosmic Subs may also at its sole discretion limit access to the website and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Hyperlinks

You may not use any Dave's Cosmic Subs logo or other proprietary graphic of Dave's Cosmic Subs to link to the website without the express written permission of Dave's Cosmic Subs. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Dave's Cosmic Subs or any third party.

Submissions

We love to hear from you and receive your feedback, ideas, graphics, recipes, pictures, comments, testimonials, and other information. Upon submitting or posting any of the above or other information to us, our affiliates or franchisees by you via Website forms, email, social media, or any other methods, the submission becomes the sole property of Dave's Cosmic Subs and/or any of its affiliates, including any and all future rights associated with such submissions. Dave's Cosmic Subs shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose without acknowledgment or compensation to you. You acknowledge that you are responsible for all aspects of your submission including reliability, truthfulness, appropriateness, and compliance with all laws and regulations. E-mail submissions may not be secure over the Internet. Please keep this in mind before submitting personal or confidential information via e-mail.

Privacy And Security

Safeguarding your privacy and the security of your personal information is important to us. Please take a few minutes to read the following so that you understand how we treat your personal information. It is your responsibility to review these Policies carefully, especially before providing any personally identifiable information through our Website.

Collection Of Information

1. We collect information that our customers voluntarily supply to us.
2. We collect information from emails and other contacts sent to us by our customers and users of our Website.
3. We collect information electronically on all users of our Website, including customers, by means of cookies.

Collection Of Personal Information

When you set up an account at davescomicsubs.com to use our online ordering service, you are required to provide us with your full legal name, e-mail address, full street address including city, state and zip code, and telephone number. You must also create your own Username and Password to continue the process of ordering from us. When you utilize our online ordering service you will be required to provide credit card information as well.

When you place an order with us by telephone or means other than our online ordering service, you may be required to provide us with your full legal name, full street address including city, state and zip code, telephone number and credit card information.

When you sign up to be a member of the Cosmic Nation and receive email communications and rewards from us you will be required to provide us with your full legal name, e-mail address, telephone number, zip code and date of birth.

Mobile Communications

If you request to receive updates or other information by mobile phone or text message, you consent to our communicating with you via your mobile device. We currently provide these services for free. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost.

Security Policy

Our online ordering functionality employs Secure Sockets Layer (SSL) software, the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address. Other information provided by you through our Website is stored on a secured private server. While we have taken reasonable precautions to protect your personal information, no security system is impenetrable and we cannot guarantee the security of information that you provide to us via the Internet, through our Website, through online ordering, or in databases stored on our servers.

Children's Privacy

We recognize the need to provide additional privacy protections for children who visit this Website. At various places on the Website, we may ask users for their date of birth. By using the website you agree to respond truthfully and accurately about your age.

If you are under the age of 13, please do not use the Website. We do not establish or maintain registrations for any child whom we know to be under the age of 13. We do not solicit or knowingly collect personally identifiable information from children under the age of 13. Children under 13 years of age are expressly prohibited from submitting or posting any personally identifiable information on the Website. If we discover that we have received personally identifiable information from an individual who indicates that he or she is, or whom we otherwise have reason to believe is, under the age of 13, we will delete such information from our systems.

Collection of Information Pertaining To Your Use Of Our Website And Service

If you contact us by letter, phone, fax, e-mail, or through any of the forms on pages on the Website, we do collect the information and we may collect other information you voluntarily disclose to us.

Use Of Cookies

Like many websites on the Internet, our Website uses cookies. Cookies are small strings of data placed on users' personal computer hard drives during the exchange of data that happens when your browser points to our Website. Cookies enable a website to identify a user's browser as a previous visitor by means of a unique string of numbers assigned on a previous visit. Our cookies assist us in collecting information on what pages of our Website you access or visit, and in recording any preferences you indicate on our Website. We also use cookies to make your experience on davescosmicsubs.com more personalized and convenient.

Our cookies cannot and do not retrieve any other data from your hard drive or pass on computer viruses. If you are just browsing our Website, a cookie identifies your browser and user id (and not your identity). If you place orders with us, we use cookies to assist in storing your preferences and recording other session information (a "session" is a single visit by you to our Website).

The information collected through cookies and similar technology is anonymous information. Most web browsers are initially set to accept cookies. If you prefer, you can set your browser to refuse cookies or to alert you when cookies are being sent, but it is possible that some parts of the Website will not function properly if you do so.

Storage Of Information We Collect

We store the information you provide to us and the information we collect electronically in our computer databases. The computer servers containing our Website and databases are secured servers. Access to our computer servers is controlled by firewalls and security gatekeepers.

Use Of The Information We Collect

We do not sell your personal information. Our use of the personal information that you voluntarily supply to us is for the purpose of providing you with a great product and customer experience.

The next time you use our online ordering service and enter your User ID and Password, we will call up your information from our database to make processing your order faster and easier.

When you use your davescosmibsubs.com account, we also keep track of your food preferences and restaurant location choices and analyze that information. We do so in order to be able to email to you special advertisements, offers and notices regarding foods and locations that seem to fit with your preferences.

We also use the personal information about you stored in our customer database collected through telephone, our POS system, surveys and polls, Website forms, e-mails and other non-online orders in various ways. We may keep track of your food preferences and location choices and analyze that information in order to be able mail to you special advertisements, offers and notices regarding foods and locations that seem to fit with your preferences. We may also use the information to contact you concerning your level of satisfaction with our products and services, to verify incomplete orders, rectify problems or delays with your order, for participation in our Cosmic Nation e-mail and loyalty programs, surveys and polls, contests, Website posts, or otherwise communicate with you concerning your experience and transactions with us.

We may share your information with our affiliates and third parties that provide services on our behalf, such as but not limited to technical support for our website, marketing services, and online ordering, for the limited purpose of fulfillment of their service obligations to us. While we will require these companies not to use your information for any other purpose, we do not confirm, investigate or oversee their practices.

Dave's Cosmic Subs may disclose your personal and non-personal information without your prior permission in response to a legal process or government request, to satisfy applicable laws or regulations, to enforce our terms and conditions, to protect our rights and the rights of our affiliates and franchisees, property, employees, agents, customers and others, or to respond to claims that content violates the rights of third parties.

In the event of a merger, acquisition, financing or sale or transfer of some or all of our business assets, Dave's Cosmic Subs may disclose your personal information to those involved in the negotiation or transfer, and your personal information may be part of the assets transferred.

We may provide your personal information to our franchisees in order to enable your local Dave's Cosmic Subs' location to better serve you and to fulfill your online orders. We also aggregate information about how our online ordering service is used to be able to improve our service and make it more responsive to our customers' preferences.

Dave's Cosmic Subs may from time to time send non-promotional email to all registered users of our online ordering service for the purpose of gathering and dispersing data to provide better services to our customers. Except for provision of additional information necessary to complete a transaction initiated by a registered user, registered users will be under no obligation to reply or answer questions in said non-promotional email. Non-promotional email may include, but will not be limited to, surveys, maintenance notices, system updates and confirmation or other notices in connection with completion of a transaction initiated by a registered user.

If you would rather not receive offers or mailings other than e-mails from us or other merchants that we select, please let us know by emailing privacy@davescosmicsubs.com or following the unsubscribe instructions in the email communications sent to you.

Other Sites

Dave's Cosmic Subs' website may contain links to other sites on the web. These websites are not owned, operated or controlled by Dave's Cosmic Subs or any of our affiliates and we are not responsible for the privacy or security practices or content of other websites. We encourage you to read the policy statements of each website that collects personally identifiable information. You acknowledge and agree that accessing and use of any linked third party site is at your own risk.

Protection Of Online Ordering Information

Your online ordering information is password-protected. In order to maintain this protection, we caution you not to provide your password to anyone. We do not give your password to anyone. We recommend that, if you share your computer with other people, you close your browser window when your session is completed. Signing off will protect your information if you share a computer with someone else or are using a computer in a public place like a library.

Franchise Opportunities

Information on the Website regarding Dave's Cosmic Subs franchise opportunities is for informational purposes only. This information is not intended as an offer to sell or a solicitation to buy a franchise. An offer to sell or solicitation to buy a franchise will not be made until a Franchise Disclosure Document (FDD) is provided to you and all necessary pre-sale registration and disclosure requirements have been met.

Governing Law & Indemnity

BY ACCESSING THE WEBSITE, YOU AGREE THAT THE TERMS OF USE ARE GOVERNED BY THE LAWS OF THE STATE OF OHIO, NOTWITHSTANDING ANY CONFLICT OF LAW PRINCIPLES. YOU AGREE THAT JURISDICTION OVER AND VENUE IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS WEBSITE OR THE USE OR ACCESS THEREOF MAY BE IN THE STATE OR FEDERAL COURTS LOCATED IN CUYAHOGA COUNTY, OHIO, AND YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DAVE'S COSMIC SUBS, ITS AFFILIATES, DIRECTORS, MEMBERS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, LICENSEES AND THIRD PARTY CONTRACTORS AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, PROCEEDINGS, JUDGMENTS, SETTLEMENTS, COSTS, PENALTIES, FINES, DEMANDS, AND/OR EXPENSES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LEGAL EXPENSES AND REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION THEREWITH) RELATED TO YOUR BREACH OF THESE POLICIES.

Disclaimer

BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU ARE DOING SO AT YOUR OWN RISK. DAVE'S COSMIC SUBS AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, REGARDING THE CONTENT INCLUDED ON OR THE OPERATION OF THE WEBSITE.

Limitation of Liability

IN NO EVENT WILL DAVE'S COSMIC SUBS, ITS AFFILIATES, DIRECTORS, MEMBERS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, LICENSEES, OR THIRD PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR THE INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR USE OF THE WEBSITE, USE OF ANY LINKED THIRD PARTY SITES, OR INABILITY TO USE OR ACCESS THE WEBSITE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, COMPUTER FAILURE, MALFUNCTION OR VIRUSES, OR ANY AND ALL OTHER DAMAGES.

Commencement of Actions

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THIS WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

No Agency Relationships

All Dave's Cosmic Subs' franchisees are independent operators. There is no agency relationship between Dave's Cosmic Subs and its affiliates and any franchisee.

Please Contact Us With Questions Or Comments

We want you to enjoy your use of Dave's Cosmic Subs service. If you have any questions, or believe that a violation of these Policies may have occurred, please let us know. Our complete contact information is provided on the Contact Us link on our website at davescosmicsubs.com.