

# Privacy Policy

GLJ Inc. d/b/a MIDNITESNAX (“**Company**”, “**we**”, “**our**” or “**us**”) respects your privacy and is committed to protecting it through our compliance with this Privacy Policy (the “**Policy**”). The Sites are intended to be a safe environment for anyone who accesses and/or uses them. This Policy describes the types of information we may collect from you or that you may provide when you visit the Company’s website located at <https://www.midnitesnax.com> (our “**Website**”) or any of our social media accounts or webpages (the “**Social Media Sites**”) and our practices for collecting, processing, using, retaining, protecting, and disclosing that information. As used in this Policy, the word “**Sites**” shall include the Company’s Website, Social Media Sites, and any applications or platforms offered by the Company. By using the Company’s Sites, you consent to the collection, processing, use, retention, protection and disclosure of your information by Company as described in this Policy. You shall also be subject to any additional terms posted with respect to individual sections of the Company’s Sites, which also govern your use of the Company’s Sites. These additional terms include without limitation the Terms of Use located at: <https://www.midnitesnax.com/termsfuse> (the “**Terms of Use**”) for the Company’s Sites. In addition, you agree to be bound by the terms and conditions, privacy policy and/or other policies (the “**Social Media Platform Rules**”) of any of the social media websites, platforms and applications on which the Company’s Social Media Sites reside.

This Policy applies to information we collect:

- on the Sites;
- in email and other electronic messages between you and the Sites; and
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this Policy.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Company or any third party; or
- Any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Sites.
- in telephone communications between you and the Company.

## **Your Acceptance of this Policy**

Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. By accessing or using any of the Sites, you agree to this Policy. **If you do not agree to this Policy, you are directed to discontinue using and accessing the Company’s Sites.** The Company reserves the right to change or update this Policy at any time and without prior notice to you. Your continued access or use of the Sites after such changes or updates indicates your acceptance of the Policy as changed or updated. It is your responsibility to review this Policy regularly for any changes or updates. This Policy was last updated on May \_\_, 2020.

## **Information We Collect About You and How We Collect It**

When you use our Sites, the Company and/or our third party service providers collect certain information about you. Among the types of information from and about users of our Sites that we collect are:

- By which you may be personally identified, such as name, e-mail address or any other identifier by which you may be contacted online or offline (collectively “**personal information**”);
- That is about you but individually does not identify you, such as your order information; and/or
- About your Internet connection, the equipment you use to access our Sites, and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the Sites. Information collected automatically may include usage details, IP addresses, and information collected through cookies, and other tracking technologies.
- From third parties, for example, our business partners.

### **Information You Provide to Us**

The information we collect may include:

- Information that you provide on our Sites. This includes but is not limited to any information you provide by filling out any forms on the Sites and any material you Post (as such term is defined below) on the Sites. We may also ask you for information when you report a problem with our Sites.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Information that you provide when communicating with us via other electronic means, such as your name and email address.
- Your search queries on the Website.

You also may post, submit, transmit, upload or otherwise provide (hereinafter, “**Post**”) information, including without limitation posts, comments and reviews to be published or displayed on the Sites, or transmitted to other users of the Sites or third parties (collectively, “**User Content**” and, together with personal information and Automatic Data (as such term is defined below), “**User Data**”). Your User Content is Posted and transmitted to others at your own risk. Although we may limit access to certain portions of the Sites, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Sites with whom you may choose to share your User Content. Therefore, we cannot and do not guarantee that your User Content will not be viewed by unauthorized persons.

### **Information We Collect Through Automatic Data Collection Technologies**

As you navigate through and interact with our Sites, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns (collectively, “**Automatic Data**”), including:

- Details of your visits to our Sites, including traffic data, location data, the website or URL from which you came from prior to landing on the Sites, the date and time that you access or use our Sites, and the website or URL to which you go upon leaving the Sites, and other communication data and the resources that you access and use on the Website.
- Information about your computer and/or other device, your Internet connection, including your IP address, your operating system, and your browser type.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking). The information we collect automatically may include personal information or we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Sites and to deliver a better and more personalized service, including by enabling us to estimate our audience size and usage patterns.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

Cookies (“**User Attribution Devices**”) help facilitate and enhance the Sites’ communications and interactions with you. The Company may share information collected via User Attribution Devices with third parties, including

without limitation advertising, analytics and social media websites, platforms and applications, to inform, optimize and serve information and content to you, including without limitation advertisements. You may opt-out of collection and use of information by certain User Attribution Devices in connection with your use of the Sites by: (i) visiting <http://optout.aboutads.info/>; and/or (ii) setting your Internet browser to refuse certain types of User Attribution Devices, such as cookies.

Some content, including without limitation advertisements, on the Sites are served by third parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies (alone or in conjunction with other User Attribution Devices) to collect information about you when you use our Sites. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content. We may not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly

### **How We Use Your Information**

We may use any information about our users, including without limitation any User Data, in aggregated, anonymized and/or non-personally identifiable form, without restriction (except to the extent prohibited by applicable law).

We may use information that we collect about you or that you provide to us as described in this Policy, including without limitation any User Data:

- To personalize your experience on the Sites.
- To improve our customer service.
- To present our Sites and their contents to you.
- To provide you with information, products, or services that you request from us, including without limitation to provide updates regarding any order for products or services you make.
- To fulfill any other purpose for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Sites or any products or services we offer or provide through it.
- To administer a contest, sweepstakes, other promotion, survey or other feature of the Sites.
- To allow you to participate in interactive features on our Website.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

You expressly consent to the Company using your User Data, including without limitation your name, phone number, address and email address, to contact you regarding your activities on the Sites. We may also use your User Data to contact you about Company news and updates and about our own and third-parties' goods and services that may be of interest to you.

### **Disclosure of Your Information**

We may disclose any information about our users, including without limitation any User Data, in aggregated, anonymized and/or non-personally identifiable form, without restriction (except to the extent prohibited by applicable law).

We may disclose information that we collect about you or that you provide to us as described in this Policy,

including without limitation any User Data:

- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep your User Data confidential and use it only for the purposes for which we disclose it to them.
- To an affiliate, subsidiary, buyer or other successor in the event of a merger, divestiture, restructuring, consolidation, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, insolvency, liquidation, or similar proceeding, in which User Data held by the Company about our Sites users is among the assets transferred.
- To third parties to market their products or services to you if you have not opted out of these disclosures.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- Otherwise with your consent.

We may also disclose your information, including without limitation any User Data:

- To comply with any court order, law, or legal process, including responding to any government or regulatory request.
- To enforce or apply our Terms of Use and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

### **Choices About How We Use and Disclose Your Information**

We strive to provide you with choices regarding the User Data you provide to us. We have created mechanisms to provide you with the following control over your User Data:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website located at: [http://www.macromedia.com/support/documentation/en/flashplayer/help/settings\\_manager07.html](http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html). If you disable or refuse cookies, please note that some parts of the Sites may then be inaccessible or not function properly.
- **Promotional Offers from the Company.** If you do not wish to have your email address used by the Company to promote our own or third parties' products or services, you can opt-out by sending us an email stating your request to [info@midnitesnax.com](mailto:info@midnitesnax.com). If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, product service experience or other transactions.

In any such case of your withdrawal of consent, you acknowledge that there may be a delay before the Company fully implements your request and you may therefore still be contacted by the Company for a period of time thereafter. Notwithstanding your withdrawal of consent, the Company may subsequently contact you for other purposes that are unrelated to marketing and/or selling, including without limitation legal or regulatory purposes. Please be aware that applicable laws, statues, rules and/or regulations may require or permit the collection, processing, retention, use and disclosure of your information without your consent. Notwithstanding the foregoing, pursuant to applicable laws, statues, rules and/or regulations or other reasons, there may be circumstances in which you may not withdraw your consent to the collection, processing, use, retention and disclosure of your User Data.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this

way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative (“NAI”) on the NAI’s website located at <http://optout.networkadvertising.org/?c=1>.

Most Internet browsers can be set to transmit digital “Do Not Track” requests to websites. Such sites may but are not required to comply with “Do Not Track” requests. At this time, the Website does not respond to any digital “Do Not Track” requests.

### **The Company’s Social Media Sites**

The Company maintains accounts and sites on third party social media websites, platforms and applications including without limitation, Facebook and Instagram. Your use of the Company’s Social Media Sites shall be subject to all of the following: this Policy; the Terms of Use; and the terms of use, privacy policy, and all other applicable terms and conditions for each social media website, platform and application on which the Company’s Social Media Sites reside, as in effect at such time.

In addition, when you register to use social media websites and platforms in general, you are generally required to furnish profile and other information to such websites and platforms in accordance with their own internal policies. Therefore, by using the Company’s Social Media Sites, you authorize the Company to collect and retain information about you, including your profile and other information you disclosed to such social media websites, platforms and applications and other information arising from your access and use of the Company’s Social Media Sites. You expressly consent to the Company’s collection, processing, retention, use and disclosure of such information in accordance with this Policy and the Terms of Use.

### **Mobile Device Users of the Company’s Sites**

You can access and use the Company’s Sites with virtually any mobile communications device such as a tablet, smartphone or wearable device that has an Internet browser application (a “**Mobile Device**”), provided that you subscribe or have access to a mobile telecommunications network. You are solely responsible to pay any and all service and/or telecommunications provider fees for mobile Internet access to the Company’s Sites including all applicable text messaging fees and data and other charges. The Company shall not be responsible for any technical or other difficulties that you may experience when you use any Mobile Device or public or private mobile communications network to access or use any of the Company’s Sites. Some of the features of the Company’s Sites may not be available or accessible when you view the Company’s Sites using a Mobile Device. You understand that the Company is providing its Sites to you on an “as is” basis without any warranty or guarantee whatsoever. Your Mobile Device may allow you to control and disable location services, cookies, and other privacy settings. Please refer to the instructions for your Mobile Device for additional information. There are potential risks when you use a Mobile Device. If your Mobile Device is lost, stolen, or compromised, or if someone else gains access to your mobile network, your personal information could be compromised or hacked. The Company expressly disclaims any and all liability and responsibility for any such compromise and/or hack and any and all damages arising from same.

In addition to the User Data described above, when you use a Mobile Device to access and/or use the Sites, the Company may collect and process information and metadata about geographic location, mobile device, your mobile network, IP address and other information, including without limitation information about nearby devices including Mobile Devices, WiFi access points and cellular communications towers that can be derived technologically from the use of your Mobile Device. The Company is entitled to use this information as described in this Policy.

### **Children**

The Website is not intended for children under the age of thirteen (13). No one under the age of thirteen (13) may provide any personal information to or on the Website. The Company is committed to the safety of children and to protecting the online privacy of children. The Company does not request or knowingly collect any personal information from children under the age of thirteen (13). If the Company becomes aware that a child under the age of thirteen (13) has provided personal information to the Website, the Company shall take reasonable measures to delete all such information from the Company’s records. The Company relies on the parents and guardians of children to monitor their children’s access and use of the Internet, including the Company’s Sites. If you believe we might have any information from or about a child under the age of thirteen (13), please contact us

at [info@midnitesnax.com](mailto:info@midnitesnax.com).

### **Your California Privacy Rights**

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. Annually, California residents may request and obtain personal information that the Company has shared with third parties for such third parties' direct marketing purposes within the prior calendar year (as defined by California Civil Code § 1798.83, commonly known as California's "Shine the Light Law"). If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which the Company shared this information in the immediately preceding calendar year. To obtain this information, please send an email message to [info@midnitesnax.com](mailto:info@midnitesnax.com) with the words "California Shine the Light Privacy Request" in the subject line as well as in the body of your message. The Company shall then furnish the requested information to such email address.

### **Risks**

The Company strives to protect the personal information, confidentiality and privacy of each user of the Sites. However, the Company cannot and does not guarantee the security of any personal information or User Content that you Post via the Sites or otherwise, and you do so solely at your own risk.

You acknowledge that you are aware of security and privacy limitations including but not limited to: (1) the global accessibility of the Company's Sites on the Internet; (2) the technological limitations of security, privacy, and authentication measures and features on Internet sites and specifically on the Company's Sites; (3) the risk that data or information is transmitted to or from the Company's Sites may be subject to eavesdropping, sniffing, spoofing, forgery, spamming, "impostering", tampering, breaking passwords, harassment, fraud, electronic trespassing, hacking, denial of service attacks, nuking, system contamination (including computer viruses, Trojan horses, worms, defects, date bombs, time bombs, malware, ransomware, bugs, executables or other items of a destructive nature or any other malicious computer codes, scripts, applications or programs) causing unauthorized, damaging, or harmful access to and/or retrieval of information and data on your computer or network; (4) the risk that data or information on any of the Company's Sites may be subject to other security or privacy hazards, may not reach its destination, or may reach an erroneous address or recipient; (5) unauthorized access by third parties; and (6) the content or the privacy policies of other websites, social media websites, platforms, and applications, including without limitation those to which the Company may link or be linked.

### **Data Security**

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through the Sites. Any transmission of personal information is at your own risk. You must protect the privacy of your own information. You are solely responsible for the security of all such information at all times. You must take precautions to protect the security of all personal information that you may transmit to, from or through the Sites over any home networks, routers, private wireless (WiFi) networks, public WiFi networks, and all other communication technologies. We are not responsible for circumvention of any privacy settings or security measures contained on the Sites.

### **Law Enforcement**

The Company fully cooperates with law enforcement personnel and agencies in identifying those who use the Company's Sites and/or services for illegal activities. The Company reserves the right to release information to law enforcement agencies about any user of the Sites, including without limitation any personal information and/or User Data, whenever required by law, court order, other legal process, government agency or authority, or regulatory agency or authority or whenever the Company, in its sole and absolute discretion, believes: (i) a user is engaging in any activities in violation of this Policy, the Terms of Use and/or applicable law; (ii) disclosure is necessary to prevent physical harm or financial loss; or (iii) is necessary in connection with an investigation of suspected and/or actual illegal activity.

### **Governing Law and Venue**

All claims, disputes or legal proceedings arising out of or in connection with this Policy including, without limitation, its validity, interpretation, performance or breach, shall be adjudicated exclusively in the United States District Court for the Eastern District of New York located in Suffolk County, New York or the Supreme Court of the State of New York, County of Nassau. You expressly consent to the exclusive jurisdiction of such courts over you. You expressly waive any claim of forum non conveniens. This Policy and its validity and effect shall be interpreted under and governed by the substantive laws of the United States of America and the State of New York, without regard to principles of conflict of laws.

YOU AGREE TO WAIVE ANY RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM, DISPUTE OR LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS POLICY. IN ANY SUCH CLAIM, DISPUTE OR LEGAL PROCEEDING, YOU AGREE NOT TO JOIN OR CONSOLIDATE CLAIMS, DISPUTES OR LEGAL PROCEEDINGS BY OR AGAINST OTHER CUSTOMERS IN COURT OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

### **General Provisions**

This Privacy Policy, the Terms of Use, and any other terms or conditions posted on any of the Company's Sites, constitute the entire agreement between you and the Company with respect to the matters herein and therein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, between the Company and you. No action or inaction by the Company shall be construed as a waiver of this Privacy Policy, the Terms of Use, or other terms or conditions posted on any of the Company's Sites. No waiver by the Company of any term or condition in this Privacy Policy, the Terms of Use, or any other terms or conditions posted on any of the Company's Sites shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. If any of the provisions of this Privacy Policy, the Terms of Use, or any other terms or conditions posted on any of the Company's Sites are held to be invalid, unenforceable or illegal, such provision shall be eliminated or limited to the minimum extent such that the validity and enforceability of the remaining provisions of this Privacy Policy, the Terms of Use, and any other terms or conditions posted on any of the Company's Sites shall not be effected thereby and shall continue in full force and effect.

### **Contact Information**

To ask questions or comment about this Policy and our privacy practices, contact us at:

GLJ Inc. d/b/a MIDNITESNAX  
Attention: David Katz  
999 South Oyster Bay Road  
Bethpage, New York 11714

Or you may email us at: [info@midnitesnax.com](mailto:info@midnitesnax.com).