

Outserved owns and operates an online marketplace for digital coupons, currently located at www.Outserved.com, where end users (“User”) can obtain coupons for products and services that they are seeking to procure (the “Platform”) from various local businesses (“Seller”).

Outserved’s Privacy Policy (“Policy”) applies to its application for mobile devices (“App”), its website (www.Outserved.com) (“Website”), and to information provided to Outserved by Users or Sellers. This Policy also applies to all information collected by Outserved from Users, Sellers, and third parties. Outserved is not responsible for the actions or omissions of third parties or their websites or mobile applications.

If you are unwilling to follow the terms of this Policy, you are advised not to use Outserved.

SECTION 1

Outserved collects information from Sellers and potential Sellers who visit our Website or who execute a Referral Agreement. Information collected from Sellers, includes, but is not limited to, business names, addresses, billing information, credit or debit card information, and names of key personnel (“Identifiable Business Information”).

Sellers will not be granted access to the Platform if Identifiable Business Information is not submitted.

SECTION 2

Outserved also collect data from Users when a User registers to use the Platform. Such information includes, but is not limited to name, address, email address, and date of birth (“Personally Identifiable Information”). Coupons offered to you will depend in large part upon the Personally Identifiable Information collected from each User. A User’s use of the Platform will also allow Outserved and the various Sellers to collect Personally Identifiable Information.

Outserved will also collect information from Users as they navigate the Platform. This information will include cookies, IP addresses, and Internet tags. Outserved will also gather information related to how a User uses the Platform, what types of devices Users own, and location data derived from geolocation Platforms.

Outserved will also store cookies or other similar files on your personal devices in order to enhance your usage of the Platform.

The App and the Website may contain electronic images known as web beacons- also referred to as single-pixel gifs- that permit Outserved and/or Sellers to count users who have visited the App or Website and for other related statistics- (e.g., recording the popularity of certain App or Website content and verifying system and server integrity). Web beacons are not used by Outserved or Sellers to access your Personally Identifiable Information; they are used solely to compile aggregated statistics concerning the use of the App and Website. Web beacons collect only a limited set of information including a cookie number, the time and date of a page view, and a description of the page on which the web beacon resides.

Outserved will collect the above-described data in an effort to improve the Platform, to enhance User experience, and the availability of Seller coupons.

SECTION 3

After registering with Outserved you may receive Coupons from various Sellers; may have such Coupons sent to you automatically via email, mobile communications, social media; may be able to post those Coupons on your own social media page to share with your friends; and/or may be able to use other tools offered by Outserved. Outserved may automatically keep track of all of those choices and associate them with the registration information you provided including your Personally Identifiable Information. Outserved may also keep track of, and associate with your Personally Identifiable Information, activities you engage in offline that relate to the Platform, such as which Coupons to which you respond. Said information described in this paragraph is “User Participation Information.” Outserved may use User Participation Information for a number of purposes, including but not limited to, tracking rewards, categorizing you with respect to your response to Coupons and rewards of each User, and marketing goods or services of Sellers, Outserved or third parties to you. Outserved will offer you the option not to receive such marketing messages. You may elect to opt out of this function.

SECTION 4

The privacy policies of such social media and other sites, and sites that you may link to from the Platform, are not under the control of Outserved or Sellers. Neither Outserved nor any Seller has any responsibility or liability for the use of your personal information by social media companies, or any other third parties. Outserved and Sellers are not responsible for the collection, storage or use of your information by such third parties, for their privacy policies or for their security practices. If you would like information on any other party’s privacy policy, you should contact that party directly, and we encourage you to do so.

This Privacy Policy is applicable only to information you submit to Outserved. If you link from the App or the Platform to websites controlled by one or more Sellers, you should be aware that your activities on those sites are subject to the privacy policy of each Seller applicable to those particular sites. If a Seller does not maintain a website with a privacy policy, you should ask such Seller about its privacy policies. Outserved may hire third parties to assist our marketing efforts by placing Outserved ads on other websites or search engines. We also reserve the right to use third parties to display ads of unrelated companies on the Website. Said third party marketers or advertisers may use cookies to serve ads based on your visits to the Website and other sites. Outserved does not have any control over such cookies or tracking. You may be able to modify your browser settings to decline such cookies. If you decline cookies that affect your use of the Website some features may not be available or may not operate properly. You should review each Privacy Policy and/or contact each organization for information regarding such advertising, including whether any such advertisements may solicit, or contain technology to collect information from you.

SECTION 5

Internal Use of Personally Identifiable Information except as otherwise stated, Outserved may use information collected via the Platform to improve the context of App and Website, to customize the App to your preferences, to communicate information to you if you have requested it (such as your accrued rewards total), for our marketing and research purposes (including marketing other services provided by Outserved, Sellers, or third parties), and for any other purpose specified in this Privacy Policy. You can opt out of receiving such marketing messages through the “Settings” tab in the App and by choosing the opt-out option provided in email messages. You provide Personally Identifiable Information when you register for the Platform. Outserved may combine any such information with consumer participation data. Outserved may provide Personally Identifiable Information you have provided to Outserved to various Sellers with which you are following or patronizing, and that have been permitted such information access by Outserved. If and when permitted by Outserved, such Sellers may use that information to send you messages, independently of the Platform, about their goods and services and about the good and services of other businesses. If you do not wish to receive such messages you may opt out of receiving them by choosing the opt-out option provided in such messages. All Sellers granted such permission by Outserved will agree not to provide your Personally Identifiable Information to third parties except as described in the next section.

SECTION 6

Outserved will not disclose Identifiable Business Information or Personally Identifiable Information provided by Users or Sellers or that Outserved collects in conjunction with the Platform to third parties without consent, except as described below. Sellers have also agreed to limit disclosure of consumer’s Personally Identifiable Information to the following: (1) To contractors or service providers Outserved or a Seller uses to support its business provided that the third party understands the information said third parties receive is to handle your personal information consistently with this Privacy Policy; (2) in the event of a sale, merger, liquidation, dissolution, reorganization, assignment, or other transfer of stock in the business of a Seller and/or Outserved, respectively (“Sale of Business”), it is the obligation of the buyer to use the information of Sellers and/or Users collected by Outserved or Sellers in accordance with this Privacy Policy; (3) if required by law or by a judicial order, inquiry of any administrative agency; in response to a subpoena or an inquiry from law enforcement or governmental authorities; or (4) if Outserved or a Seller believes the release of such information is necessary to protect the rights of Outserved or the Seller (including Outserved Terms of Use or Referral Agreement) or to address or prevent illegal or harmful activity.

Notwithstanding the above-listed exceptions, Outserved does not distribute Identifiable Business Information or Personally Identifiable Information to third parties, and Sellers have agreed not to do so either. Outserved, however, cannot control what third-parties do with information they collect from their own websites or apps.

Neither any Seller nor Outserved will have any liability for disclosure of your information resulting from actions by social media companies or platforms, or from errors in transmission or the unauthorized intervention of third parties.

SECTION 7

Outserved may provide, at its sole discretion, aggregate statistics or information about its Users, sales, trends, Platform usage, online traffic patterns, related information or other aggregated information to third parties, but these statistics or information will not include any Identifiable Business Information or Personally Identifiable Information (“Non-Identifying Information”).

Non-Identifying Information collected about Users, Sellers and prospective Sellers is also used by Outserved and/or third parties we contract with to troubleshoot, operate and improve the App, the Website, to assist us with marketing, to cooperate with law enforcement activities or legal orders, to protect our rights or to address or prevent illegal or harmful activity. In addition, Outserved may use all information submitted by Users, Sellers or prospective Sellers or that Outserved collects about any of the foregoing that is Non-Identifying Information in any way Outserved deems useful.

SECTION 8

Outserved may use information that Users provide or that Outserved collects about Users from their use of the Platform including their response to coupons from Sellers, other information to send Users marketing messages related to goods or services Outserved believes will be of interest to them. Such goods or services may be offered by Outserved, Seller, or other third parties. Such marketing messages may be sent via mobile communications, email, social media or otherwise, depending on how the consumer has elected to receive Coupons from various Sellers. Users can opt out of receiving such marketing messages by modifying their preferences.

SECTION 9

Outserved strives to provide Sellers, and Outserved and Sellers strive to provide Users, with choices regarding the information Sellers and Users provide. Outserved has created mechanisms to provide Sellers and Users with the following control over their information: (i) You may view and modify the Identifiable Business Information or Personally Identifiable Information submitted through the App or Website, as follows: if you are a Seller, you may modify the information you submitted when you signed up to become a Seller as described in Outserved’s Terms of Use. If you are a User you may modify the information you submitted when you registered by going through the App. To stop receiving Coupons from a particular Seller, Users should opt out of such. Outserved tracks Users’ transaction with Sellers, as well as communications about Sellers that Users make through the App. Users cannot delete information associated with such transactions and communications. (ii) Marketing messages from Outserved and, when and if permitted, Sellers or third parties, will contain an option for the consumer to choose not to receive such messages in the future. (iii) If a consumer does not wish Outserved to collect cookies, he or she may set the browser to refuse cookies, or to alert the user when cookies are being sent. Please note that some parts of the Platform may then be inaccessible or may not function.

SECTION 10

Outserved takes various measures to protect the personal information of Users by using SSL encryption, firewalls, administrative access level controls, and employee training. Users should know, however, that no Internet transmission or data storage is completely secure.

While Outserved believes it uses commercially reasonable security procedures, Outserved cannot absolutely guarantee the security of any information submitted by Users, Sellers or prospective Sellers, information gathered about Users or information stored by Outserved. Sellers have agreed to abide by this Privacy Policy. Outserved is not responsible for a Seller's compliance with this Privacy Policy or for Sellers security policies and practices. Each consumer acknowledges and agrees that Outserved has no responsibility or liability for the security policies or practices of any Seller, or for any security breach of any Sellers' systems or databases. Neither Outserved nor any Seller is responsible for the actions of any third party, including but not limited to social media sites or other sites, with whom information about you may be shared or who may otherwise obtain such information. Sellers and Users should never share their Outserved passwords, or any other password with anyone else, and should notify Outserved or other relevant provider promptly if you believe your password security has been breached. Be sure to log off the App and/or Website before you leave your mobile device. The App, Website, or other sites through which Users may use the Platform may contain links to other sites and/or resources over which Outserved and Sellers have no control. Outserved and Sellers make no representations or warranties with respect to the content, ownership, or legality of any such linked sites. Links to third party sites are provided solely as a convenience to Users and should not be construed as an affiliation with or endorsement by Outserved or Sellers of such third parties or any content, items, or services on third-party sites. Access and use of such other sites, including the content, items, or services on those sites, are solely at the risk of the consumer, and neither Outserved nor any Seller has any responsibility or liability resulting from consumer's access or use of such other sites. These linked sites may collect personal information from Users when entering their site. Any such collecting of information is not subject to the control of Outserved or any Seller. To ensure protection of privacy, Users should always review the privacy policies of the sites they visit when linking from the App, Website or any other site associated with the Platform. Users acknowledge and agree that neither Outserved nor any Seller has any responsibility or liability for the availability of such external sites or resources, or for the content, advertising, products, or other materials available through such sites or resources.

SECTION 11

The App, Website, and Platform are not intended for children under the age of 18 and are not designed to attract anyone under the age of 13. Sellers who use the Platform may sell goods or services for children that are intended to be purchased by adults. Outserved will not knowingly collect Personally Identifiable Information from site visitors under the age of 18, and Sellers have agreed they will not knowingly collect such information. Outserved and Sellers encourage parents to talk to their children, including children between the ages of 12 and 18 about their use of the Internet and the information they disclose online. If a child of any age has provided Outserved with Personally Identifiable Information, and a parent or guardian of that child would like this information deleted from Outserved's records, such parent or guardian may contact Outserved by

going to the Website and clicking on the appropriate tab. Outserved will then use reasonable efforts to delete the child's information from its databases.

SECTION 12

Users may be allowed to post public comments, including comments about Sellers and their goods and services, on Sellers' social media. Such capability is offered by social media Outserved, and is subject to the privacy policy of such social media Outserved. We encourage you to review such privacy policies before submitting any such comments. Users may also be allowed to post similar comments on the Website. Any messages posted in public access portions of social media sites or the Website may be read, saved, used and/or distributed by such social media companies, Outserved, Sellers and any other users of the sites. Any such postings may be re-posted by any of such users on other websites, used in blogs, etc., and may appear in web searches. Neither Outserved nor any Seller can control who views information so posted or what they do with it, so care should be used when sending any personal information to any public access site. Outserved and Sellers also cannot control and are not responsible for the accuracy, truthfulness or tastefulness of any information posted by other users on social media sites, on the Website or any other public access site.

SECTION 13

Questions, comments or concerns about this Privacy Policy or Outserved's information practices should be addressed to:

Outserved, LLC

Phone: _____

Email: _____

Questions and concerns may also be addressed with any Seller. Please review this Privacy Policy thoroughly. If you do not agree with this Privacy Policy, you should not use Outserved's Platform. By registering with Outserved or using any part of the Platform, you accept and agree to the privacy practices described in this Privacy Policy. Users and Sellers agree that this Privacy Policy is incorporated by reference with Outserved's Terms of Use. Sellers agree that this Privacy Policy is incorporated by reference into the Referral Agreement. By using the App, visiting the Website, or using the Platform, you accept that any dispute over privacy is subject to this Privacy Policy and Outserved's Terms of Use or Referral Agreement (as applicable), including but not limited to limitations on liability, disclaimers of damages, releases, waivers and application of the law of the State of Texas. If you have any concern about privacy issues, please contact Outserved as directed above.

Outserved reserves the right to update this Privacy Policy at any time in its sole discretion.. If this Privacy Policy is updated, the revised policy, or a notice that the policy has been revised, will be posted on the Website and the App. You are responsible for periodically reviewing the Privacy

Policy, and should do so frequently, especially before providing any Identifiable Business Information or Personally Identifiable Information.

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