

Contents

- Loyalty Program Terms and Conditions..... 3
 - Overview of the Brand Programs. 3
 - Brand Program Membership Qualifications; Registration. 4
 - Earning Brand Program Points; Points Rewards; Redemptions; Expiration. 4
 - Brand Program Rewards; Expiration; Redemption. 6
 - Contact Authorization. 7
 - Disclaimers..... 7
 - Information We Collect and How We Use It. 8
 - Contact Sponsors..... 8
 - Your Right to Terminate Your Participation in the Program. 8
 - Sponsors’ Remedies..... 9
 - No Representations, Warranties, or Conditions. 9
 - Limitation of Liability. 9
 - No Liability for Third-Party Partners..... 9
 - Restrictions of State Law. 10
 - Indemnification..... 10
 - Governing Law. 10
 - Changes to these Program Terms. 10
 - Arbitration. 10
 - Force Majeure. 12
 - Law Enforcement/Government Requests. 12
 - Program Void..... 13
 - Entire Agreement. 13
 - Precedence; Waiver; Interpretation..... 13
- WEBSITE AND MOBILE APP PRIVACY POLICY 13
 - Scope of This Policy 13
 - Your Consent 14
 - This Policy is Part of Our Terms of Use..... 14

| | |
|--|----|
| Types of Information We Collect..... | 14 |
| Information About Third-Party Cookies and Interest-Based Advertising | 15 |
| How We Use Information Collected Through Our Sites..... | 16 |
| A Note about Careers Pages..... | 16 |
| Your Choices | 17 |
| How to Access, Update or Correct Your Information..... | 17 |
| Steps We Take to Safeguard your Information | 17 |
| How We Share Information With Others | 17 |
| Children Under the Age of Thirteen | 19 |
| Links to Other Sites..... | 19 |
| This Policy May Change | 20 |
| Contact Us..... | 20 |
| TERMS OF USE..... | 21 |
| YOUR CONSENT TO THESE TERMS OF USE..... | 21 |
| YOUR CONSENT TO OUR ONLINE PRIVACY POLICY | 21 |
| YOUR CONSENT TO OTHER AGREEMENTS | 21 |
| THESE TERMS OF USE MAY CHANGE..... | 21 |
| OWNERSHIP, COPYRIGHT, AND TRADEMARK MATTERS..... | 21 |
| RESPONSIBILITY FOR USER-GENERATED CONTENT POSTED ON OR THROUGH OUR SITES . | 22 |
| REMOVAL OF CONTENT..... | 24 |
| YOUR FEEDBACK | 25 |
| PASSWORD-PROTECTED AREAS OF OUR SITES | 26 |
| FRANCHISE INFORMATION | 26 |
| DISCLAIMERS | 26 |
| LIMITATION OF LIABILITY..... | 26 |
| LINKS TO SITES OPERATED BY THIRD PARTIES | 27 |
| INTERPRETATION..... | 27 |
| WAIVER..... | 27 |
| SEVERABILITY..... | 27 |
| GOVERNING LAW, JURISDICTION AND VENUE | 28 |
| ENTIRE AGREEMENT..... | 28 |

Loyalty Program Terms and Conditions

These Program Terms and Conditions (these “Program Terms”) set forth the terms and conditions applicable to each of the Mici Rewards Program and the Mici Family Table Programs (“Brand Programs.”) The brand associated with a Brand Program is referred to in these Program Terms as a “Brand.” In these Program Terms, “you,” “your,” or “member” refer to the person who has successfully registered for a Brand Program or who is an existing Brand Program member, and, if the context requires, is specific to a particular Brand and Brand Program.

Your registration for a Brand Program and/or continued membership in a Brand Program indicates your acceptance of and agreement to all of these Program Terms, including, without limitation the arbitration provision in Section 18 below. Be sure to check these Program Terms located at <https://www.micirewards.com> periodically for updates, as your continued membership in any Brand Program signifies your acceptance of these Program Terms as they exist from time to time, including, without limitation, any changed provisions.

You agree Sponsor(s) may change, add, or eliminate any Brand Program’s rewards or benefits, or participating locations; or change or end any Brand Program or any feature of any Brand Program; in whole or in part, at any time, and without notice or compensation, even though such actions may affect rewards in any Brand Program or your participation in any Brand Program.

You agree that Sponsor(s) may provide notices, disclosures, and amendments to these Program Terms, and other information relating to the Program by electronic means, including posting these materials online at www.miciitalian.com

Overview of the Brand Programs.

The Brand Programs are separate membership loyalty programs offered by a Sponsor for its respective Brand. As described below, a Brand Program is a points-earning and rewards program that rewards members for making purchases and earning corresponding points or participating in other qualifying activities (as may exist, if at all, from time to time) at Participating Mici Handcrafted Italian locations and earning corresponding points. Additionally, a Brand Program offers members various promotional rewards (for example, a birthday reward) for the associated Brand.

The Brand Programs are only valid at participating Mici Handcrafted Italian locations, which may change from time to time in the sole discretion of Sponsor(s). Non-participating locations

include, without limitation, non-participating franchisee locations, and restaurants in stadiums, airports, hospitals, hotels, college campuses and military bases. The Brand Programs are valid only in the 50 United States and the District of Columbia.

Brand Program Membership Qualifications; Registration.

To be an eligible member in any Brand Program, you must be (a) a resident of one of the 50 United States or the District of Columbia and at least 13 years of age, (b) have a valid email address and phone number that are each used only by you, and (c) represent only yourself as an individual (such that any corporations, groups, associations, or other commercial participants are not eligible). You must separately register for each Brand Program in which you desire to participate

To register for the Mici Rewards program

Use the Mici Handcrafted Italian mobile application (the “Mici App”), or register online at <https://micirewards.com>.

Earning Brand Program Points; Points Rewards; Redemptions; Expiration.

Subject to these Program Terms, an eligible member whose Brand Program account is in good standing may earn 1 point per 1 U.S. dollar (\$1) spent on eligible purchases at participating locations of the Brand associated with the member’s Brand Account in the fifty (50) United States and the District of Columbia. Eligible purchases are limited to all in-store transactions (excluding past purchases, catering purchases, and purchases of gift cards and gift certificates). Points are earned only on the actual amount paid by a member in an eligible transaction (after any applicable discounts and before taxes). Points are earned only on whole dollar purchases and not partial dollar purchases, and a partial dollar purchase will not be rounded up to the next dollar (for example, a \$1.15 purchase would earn only two points). Points, if previously earned, will be deducted by a Sponsor, in its sole discretion, for returns, cancelled orders, chargebacks and other circumstances affecting an applicable transaction. Purchases at nonparticipating locations, taxes and online transactions are not eligible. Points will not be earned on charitable donations. Participating locations are subject to change in Sponsor(s) sole discretion without notice.

To earn rewards based on making eligible purchases (“Points Rewards”), you must “check-in” at the point of sale at a participating Brand location prior to completing your purchase or sign in while making an online ordering purchase. You may check in at a Brand location using the applicable Brand App or the phone number registered to your applicable Brand Program member account.

To redeem points for a Points Reward for a Brand where you are a Brand Program member, you must select an eligible Points Reward within your Brand Program account on the applicable Brand App or online at the applicable Brand Program website and have the correct number of points available in your Brand Program account for the selected points Reward. Certain Brands do not have Points Rewards selection available on their Brand Program Website, and until a Brand has such selection capability, selection must be made on the applicable Brand App or at

the point of sale. If point of sale selection is made, Points Rewards are limited and are not all that are available to a Brand Program member using the Brand App. Once made, a Points Reward selection is not subject to change, substitution or reversal by a member. To redeem a Points Reward, visit an applicable participating Brand location, “check in” at the point of sale as described above. Your Points Reward will be removed from your Brand Program account at the time of use. All Points Rewards expire fifteen (15) days after posting to your Brand Program account, and if a selected Points Reward expires without redemption, the associated points used to select the Points Reward will not be reinstated to your Brand Program account.

To redeem points for a Brand where you are not a Brand Program member you must give the cashier at a participating Brand location the registered phone number associated with your other Brand Program member account(s) and the cashier will inform you of available Points Rewards. Points Rewards are limited where you are not a Brand Program member and are not all that are available to a Brand Program member. If you desire, you may then select your Points Reward and redeem with the cashier at that time. If you select a Points Reward, you may not select the Points Reward for future use; your Points Reward must be redeemed only at the time of selection at the point of sale.

You may only redeem one (1) Points Reward or Program Reward (as defined below) per visit, which you may choose at the point of sale. A Points Reward may only be redeemed for the purchase of the selected Points Reward. Redemption of a Points Reward will not earn a member Brand Program points.

If you have no activity on your Brand Program account for six (6) months, the points in your Brand Program account (no matter when they were earned) will expire and will no longer be available for redemptions. “Activity” is defined as a “check-in” or a Points Reward redemption at a participating location of the Brand associated with your Brand Program account. If your Brand Program account points are combined, activity associated with one Brand Program account will also constitute activity for the other Brand Program accounts where points are combined. If you check-in after being inactive for six (6) months or more, you will continue to be a member of the applicable Brand Program (and if your Brand Program account points are combined, the other Brand Program accounts where points are combined), but your point balance for the applicable Brand Programs will start again at zero points.

Points Rewards may not be substituted (except by an applicable Sponsor in its sole discretion). Redemption of Points Rewards is based upon availability of the particular Points Reward in the applicable Brand location at which you redeem your Points Reward, and you cannot substitute another type of Points Reward for a selected but unavailable Points Reward. A Points Reward must be redeemed in a single transaction and any unused portion of a Points Reward is forfeited, for which no consideration will be given. Partial redemption of Points Rewards is not allowed (for example, a two medium drinks Points Reward must be redeemed in a single transaction and visit; a medium drink cannot be redeemed in two separate visits and transactions). In the event of any dispute, an applicable Sponsor’s determination of the size or quantity of the Points Reward shall be final.

Points and unused earned Points Rewards (if you have any) will be identified on your account page accessible by logging into your Brand Program account on the applicable Brand App or Brand Program website. Your points and Points Rewards shall be as reflected in an applicable Sponsor's records, unless you can prove otherwise to the Sponsor's satisfaction.

Points Rewards are subject to change, elimination or substitution at any time at an applicable Sponsor's sole discretion without notice. Points and Points Rewards (a) have no cash value, (b) may not be redeemed or exchanged for cash or any cash equivalent, (c) may not be combined with other offer, promotion, discounts or coupons (including, without limitation, any other Points Reward or Program Reward), (d) are not transferable, and (e) may not be substituted (except by an applicable Sponsor, in its sole discretion). Redemption of Points Rewards do not earn Program points. You are not obligated to accept or redeem any Points Rewards. Points Rewards will be deemed forfeited without notice if not used within the allotted time frame, and the associated points used to select the Points Reward will not be reinstated to your Brand Program account.

Brand Program Rewards; Expiration; Redemption.

All eligible members whose Brand Program account is in good standing are eligible to receive the following Brand Program rewards only for that Brand, which may be redeemed and are subject to expiration as described below.

Mici Rewards Program

Welcome Reward

After registering for the Mici Rewards Program, Mici Handcrafted Italian will post a one-time welcome reward for one (1) complimentary 10" pizza of your choice to your Brand Program account. The Mici Rewards Welcome Reward is valid for fifteen (15) days after it is posted to your Brand Program account.

Birthday Reward

Mici Handcrafted Italian will post a reward for one (1) complimentary medium gelato of your choice to your Brand Program account on your birthday (a "Mici Rewards Birthday Reward"). Mici Rewards Birthday Rewards are not received retroactively. The Mici Rewards Birthday Reward is valid for fifteen (15) days after it is posted to your Brand Program account. You are eligible to receive one (1) Mici Rewards Birthday Reward per year.

Promotional Offers

Mici Handcrafted Italian may post certain promotional offers ("Mici Rewards Promotional Offers") to your Brand Program account. Mici Rewards Promotional Offers will be subject to the terms and conditions of each respective Mici Rewards Promotional Offer, including, without limitation, qualifying purchases, additional charges and taxes, additional limits on participating locations, and applicable expiration dates.

All Brand Program Rewards

You may only redeem welcome rewards, birthday rewards and promotional offers (collectively, “Brand Program Rewards”) at applicable participating Mici Handcrafted Italian locations. A Brand Program Reward may only be redeemed at the applicable Brand location. Only one (1) redemption of a Brand Program Reward or Points Reward per visit. To redeem a Brand Program Reward, visit a participating Brand location, “check in” at the point of sale using the Brand App or your phone number registered to your Brand Program account and let the cashier know which Brand Program Reward you desire to redeem. Sponsor may send you communications (e.g., an email) with additional methods to check in (e.g., a bar code in an email) if indicated the method may be used for applicable check in purposes in the communication. Each time you redeem a Brand Program Reward, the Sponsor will remove it from your Brand Program account. Brand Program Rewards are subject to change, elimination or substitution at any time at an applicable Sponsor’s sole discretion without notice. Brand Program Rewards (i) have no cash value, (ii) may not be redeemed or exchanged for cash or any cash equivalent, (iii) may not be combined with other offer, promotion, discounts or coupons (including, without limitation, any other Brand Program Reward or Points Reward), (iv) may not be used to satisfy any requirement of any offer that requires you to purchase any item, (v) are not transferable, and (vi) may not be substituted (except by the applicable Sponsor, in its sole discretion). Redemption of Brand Program Rewards do not earn Brand Program points. You are not obligated to accept or redeem any Brand Program Rewards. Brand Program Rewards will be deemed forfeited without notice if not used within the allotted time frame. You may check your available Brand Program Rewards online at the applicable Brand Program App or website and logging into your Program account. Your Brand Program Rewards shall be as reflected in an applicable Sponsor’s records, unless you can prove otherwise to the Sponsor’s satisfaction.

Contact Authorization.

You authorize Sponsors to contact you by email, postal mail, fax, telephone, prerecorded message, automated voice, text message, or other means allowed by law with Brand Program administrative or transactional information both during your participation in the Brand Programs and after your participation has ended. You agree that Sponsors may contact you at any address or telephone number (including a cellular telephone number that you give Sponsors), and use an automatic telephone dialing system or similar device to do so. You authorize Sponsors to monitor or record any conversation or other communication with Sponsors. You also authorize Sponsors to contact you by email, postal mail, fax, telephone, prerecorded message, automated voice, text message, or other means allowed by law about Sponsors (or their affiliates) related promotions, special offers, discounts or contests. Neither Sponsors nor their respective service providers are responsible for undeliverable, lost, returned or misdirected emails or other correspondence related to your Brand Program accounts. You are responsible for keeping your Brand Program account contact information current.

Disclaimers

Some Brand Program options are only available if you use corresponding Brand Program features (for example, points, Points Rewards and Brand Program Rewards only appear on your Brand Program account page at the applicable Brand website if you create a Brand Program account page).

Sponsors may conduct test programs from time to time in certain markets which may have additional/different terms than those described in these Program Terms. Sponsors have no obligation to expand or continue any test or the Brand Program, and may discontinue any Brand Program at any time. Points, Brand Points Rewards and Program Rewards may not be capable of being earned or redeemed if technical difficulties arise. Sponsors have no responsibility to retroactively apply Program points, Points Rewards or Brand Program Rewards. Sponsors are not responsible for undeliverable, lost, returned, or misdirected emails or other correspondence, or for use of your Brand Program accounts without your permission.

Sponsors are not responsible for: (a) incorrect or inaccurate transcription or posting of Program information, including points, transactions, Points Rewards and Program Rewards, (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the Program; (e) any injury or damage to persons or property, including but not limited to entrant's computer, phone or other devices, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Program, or from viewing, playing, uploading or downloading any material to or from Sponsor's website(s) or applications; or (f) lost, stolen or expired points, Points Rewards or Program Rewards, none of which will be replaced.

Information We Collect and How We Use It.

See the applicable Sponsor's Privacy Policy and Terms of Use, as amended from time to time, below.

Contact Sponsors

Please notify Sponsors immediately of unauthorized use of your Brand Program account, or, as applicable, lost or stolen Mici Rewards Card. If you need to update or verify your personal information, or to remove your personal information from a Sponsor's active database (this will be completed as soon as reasonably possible, unless a Sponsor needs to retain information for dispute resolution, troubleshooting or other valid legal or business reasons; please note that Sponsors will not remove your historical usage information), or if you have questions related to privacy, visit www.miciitalian.com

Your Right to Terminate Your Participation in the Program.

You may terminate your participation in a Brand Program by discontinuing checking in at the applicable Brand locations. Your participation in any or all Brand Programs may be terminated by Sponsor(s) in connection with actual or suspected unauthorized or fraudulent use of any

Brand Program or your Brand Program account(s); actual or suspected violation of these Program Terms; or actual or suspected conduct by you determined by Sponsor(s) in its/their sole discretion to be incompatible with participation in the Brand Program(s) offered by Sponsor(s).

Sponsors' Remedies.

Each Sponsor reserves the right to seek all remedies available at law and in equity for violations of any of these Program Terms, including suspending or blocking your access to your Brand Program account(s) or terminating your participation in any or all Brand Programs. An applicable Sponsor has the right to terminate a Brand Program account if there is no point accumulation or Point Reward or Program Reward redemption activity in the Brand Program account for one (1) year.

No Representations, Warranties, or Conditions.

Sponsors, their respective affiliates, and their respective franchisees, suppliers and vendors (including, without limitation, technology developers and/or providers) make no representations, warranties or conditions of any kind, express or implied, with respect to the Brand Programs, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Sponsors do not represent or warrant that the Brand Apps or Sponsor websites will always be accessible or accepted or that your Brand Program accounts will always be accessible.

Limitation of Liability.

In the event that any Sponsor, any of their respective affiliates, or any of their respective franchisees, suppliers and/or vendors (including, without limitation, technology developers and providers) are found liable to you for any reason, you shall only be entitled to recover actual and direct damages, and such damages shall not exceed \$100. Sponsors and their respective parents, subsidiaries and affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with the Brand Programs, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if Sponsors or their respective authorized representatives have been advised of the possibility of such damages. In no event shall Sponsors or their respective affiliates have any liability for unauthorized access to, or alteration, theft or destruction of any of your Brand Program accounts or Brand Apps through accident, misuse, or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond Sponsors' reasonable control.

No Liability for Third-Party Partners.

Sponsors may engage third-party partner companies to provide certain Brand Program, Points Rewards and Brand Program Rewards services. Sponsors are not responsible, and assume no

liability, for the goods and services of such partner companies (including any changes to or discontinuances of such partner companies' goods or services). NEITHER SPONSORS, THEIR AFFILIATES, AND/OR THEIR RESPECTIVE FRANCHISEES, SUPPLIERS AND/OR VENDORS WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS OF ANY THIRD PARTY OR PROGRAM PARTNER, OR ANY THIRD PARTY'S OR PARTNER'S LOYALTY OR REWARDS PROGRAM.

Restrictions of State Law.

The laws of certain states or other jurisdictions do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Program Terms. In any such jurisdiction, Sponsors' liability is limited to the greatest extent permitted by law.

Indemnification.

By participating in the Program, you agree to release Sponsors and all of their respective affiliates, parents, subsidiaries, franchisees, vendors and suppliers, and each of their officers, directors, employees and agents from any and all liability, loss or damage incurred through your participation in the Brand Programs including, but not limited to, the earning of points and Points Rewards, and the receipt, possession, redemption, use and/or misuse of any Points Reward or Brand Program Reward.

Governing Law.

These Program Terms and any disputes arising under or related to them will be governed by United States federal law and the laws of the State of Colorado, without reference to a state's conflict of law principles.

Changes to these Program Terms.

Sponsor(s) may amend or replace these Program Terms at any time. Sponsor(s) will post the amended or replaced Program Terms to their website(s). As permitted by applicable law, any amendment or replacement will become effective at the time Sponsor(s) post the amended or replaced Program Terms to their websites. Your continued participation in any Brand Program will constitute your acceptance to any amendment to or replacement of these Program Terms.

Arbitration.

Please review this provision carefully. It provides that any dispute may be resolved by binding arbitration. Arbitration replaces the right to go to court and the right to have a jury decide a dispute. Under this provision, your rights may be substantially limited in the event of a dispute. You may opt out of this Arbitration provision by following the instructions below.

By accepting these Program Terms, unless you opt out by following the instructions below, you agree that either you or any Sponsor, at a Sponsor's sole discretion, can choose to have any dispute arising out of or relating to Points Rewards, Brand Program Rewards, any Brand

Program, these Program Terms, your Brand Program account(s) or your relationship with any applicable Sponsor resolved by confidential, binding arbitration. If arbitration is chosen by any party, neither you nor the applicable Sponsor will have the right to litigate that dispute in court or to have a jury trial on that dispute. Pre-arbitration discovery will be permitted only as allowed by the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have in court may also not be available in arbitration. It is important that you read the entire Arbitration provision carefully before accepting the terms of this Agreement.

For purposes of this Arbitration provision, "dispute" shall be construed as broadly as possible, and shall include any claim, dispute or controversy (whether in contract, regulatory, tort or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to any of your Brand Program accounts; Brand Programs or the operation or use thereof; the actions of yourself, any Sponsor, or third parties; or the validity of these Program Terms or this Arbitration provision. It includes disputes brought as counterclaims, cross claims, or third-party claims. A party that has brought a dispute in a court may elect to arbitrate any other dispute that may be raised in that litigation. Disputes brought as part of a class action or other representative basis are subject to arbitration on an individual (non-class, non-representative) basis. IF YOU DO NOT OPT OUT, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO INDICATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT. In this Arbitration provision, the words "we," "us," and "our" shall include each Sponsor and any assignees of any of a Sponsor's rights, as well as a Sponsor's and its assignees respective affiliates, parents, subsidiaries, franchisees, vendors, suppliers, and further assigns.

Any arbitration under this Arbitration provision shall be administered by the American Arbitration Association ("AAA") under the rules applicable to the resolution of consumer disputes in effect when the dispute is filed. The arbitrator shall have no authority to hear any disputes on a class action or representative basis. Neither you nor any Sponsor may consolidate or join the disputes of other persons who may have similar disputes into a single arbitration. You may obtain rules and forms by calling the AAA at 1-800-778-7879 or visiting www.adr.org. Any arbitration hearing that you attend will take place in the Federal judicial district where you reside. No Sponsor will elect arbitration of any dispute that is filed as an individual matter by you in a small claims or similar court, so long as the dispute is pending on an individual basis in that court.

A single, neutral arbitrator will decide any disputes. The arbitrator must be either a retired or former judge or a lawyer with no less than 10 years' experience, selected in accordance with the AAA's rules. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act ("FAA") and applicable statutes of limitations, will honor claims of privilege under applicable law, and will have the power to award to a party any damages or other relief provided under applicable law. Any party may choose to have a hearing and may choose to be represented by counsel. The arbitrator will issue an award in writing and, upon request, will

provide a written explanation for the award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The party initiating an arbitration must pay the AAA's initial filing fee, although you can ask the AAA to waive the filing fee and we will consider your request that we pay the filing fee on your behalf. The applicable Sponsor(s) will pay any subsequent administration fees imposed by the AAA, and the applicable Sponsor(s) will pay the arbitrator's fee for up to one day of hearings. All other fees will be allocated as provided by the AAA's rules and applicable law. If you prevail in arbitration, the applicable Sponsor(s) will reimburse you any fees paid to the AAA. However, even if the applicable Sponsor(s) prevail, it will not seek reimbursement from you of any fees the applicable Sponsors paid to the AAA unless the arbitrator determines that your dispute was brought in bad faith. Each party shall bear its own costs of attorneys, experts, and witness fees, regardless of which party prevails in the arbitration. However, if applicable substantive law gives you the right to seek reimbursement of attorneys' fees or other fees or costs, then that right shall also apply in the arbitration.

You have the right to opt out of this Arbitration provision, but you may only do so in the first 30 days after receiving initial notification of these Program Terms via email from us or registering for the Program, whichever is later. In order to opt out, you must write us at Mici Handcrafted Italian, 2373 Central Park Blvd, Unit 107, Denver, CO 80238. You must inform us of your decision to opt out, and sign the notice. If you opt out of this Arbitration provision as to one Brand Program, your opt out is as to all Brand Programs.

This Arbitration provision shall survive termination of your participation in the Program. This Arbitration provision is made in connection with interstate commerce, and shall be governed by the Federal Arbitration Act, 9 USC Sections 1 through 16. If any part of this Arbitration provision is determined to be void or unenforceable, then this entire Arbitration provision shall be considered null and void; however, it shall not affect the validity of the rest of this Agreement.

Force Majeure.

Sponsors are not responsible or liable to you, or any person claiming through you, for failure to supply or fulfill an award, benefit or points in the Brand Programs in the event any Program or its operations are affected by any acts of god, any action, regulation, order, or request by any governmental or quasi-governmental entity, equipment failure, actual threatened terrorist acts, weather, natural phenomenon, war (declared or undeclared), fire, embargo, labor dispute or strike, labor or material shortage, transportation, interruption of any kind, civil disturbance, insurrection, riot, or any laws, rules, regulations or orders or other action adopted or taken by any national, federal, state, provincial, or local government authority, or any other cause, whether or not specifically mentioned above.

Law Enforcement/Government Requests.

You agree that nothing contained in these Program Terms prevents Sponsors from complying with law enforcement or governmental requests or requirements relating to your participation

in the Brand Programs or information provided to or gathered by any Sponsor with respect to such participation.

Program Void.

A Brand Program is void where prohibited or restricted by federal, state or local law. If any provision of these Program Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Program Terms, which will otherwise remain in full force and effect.

Entire Agreement.

These Program Terms constitute the entire and exclusive agreement between you and Sponsors with respect to the Program. These Program Terms supersede all prior or contemporaneous communications, agreements, advertising, descriptions, terms and conditions, and proposals, whether electronic, oral, or written, with respect to the Brand Programs or any other version of a member loyalty or rewards program from any Sponsor or any Sponsor's affiliate. Both you and Sponsors acknowledge that neither you nor any Sponsor has been induced to enter into these Program Terms by any representations or promises not specifically stated in these Program Terms.

Precedence; Waiver; Interpretation.

If and to the extent that there is any conflict among or between any Brand website (including any Brand Program webpages), Brand App (including any Brand Program app pages) or other Brand Program marketing, promotion, communication or descriptive materials and these Program Terms, the language in these Program Terms will control. A Sponsor's failure to or decision not to enforce any provision in these Program Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Program Terms will not affect the validity or enforceability of any other provision.

[WEBSITE AND MOBILE APP PRIVACY POLICY](#)

Scope of This Policy

This website and mobile app privacy policy (this "Policy") applies to information collected through the following websites, which are owned by the indicated entity.

MHI Restaurant Group, LLC www.miciitalian.com
www.micirewards.com

This Policy refers to these entities collectively as “Operator.” In addition to the listed websites, this Policy also applies to information collected through any other Operator-owned platform on which it is posted, including Operator-owned mobile apps. This Policy refers to the listed websites and all other platforms on which it is posted as our “Sites.”

This Policy does not apply to third-party platforms or to platforms owned by Operator on which it is not posted. It also does not apply to information collected through other channels, such as over the phone or in person.

Some of the information we collect through our Sites may be “personal information” — information that identifies you personally, alone or in combination with other information available to us. Other information may be nonpersonally identifiable, such as information collected by cookies.

Your Consent

Please take a few minutes to review this Policy before using our Sites. By using our Sites, you are consenting to the collection, use and disclosure of your information as set forth in this Policy. If you do not agree to be bound by this Policy, you may not access or use our Sites.

This Policy is Part of Our Terms of Use

This Policy is part of the Terms of Use that govern your use of our Sites.

Types of Information We Collect

Information You Manually Provide. Operator collects the information you manually provide (using your keyboard, mouse, or touchpad) when you use our Sites. For example, we collect the information you provide when you place an order, sign up for our clubs and/or email updates, ask us a question, or otherwise interact with our Sites. Some of the information you manually provide may be personal information, such as your name and contact information.

Information Others Manually Provide. At some of our Sites, users can submit information about other people. For example, if someone orders a gift or gift card or certificate online and wants to send it directly to you, they must submit your name and address. We use this information to send the gift to you. We also store this information so that the user does not have to reenter it the next time he/she wants to send a gift to you. On some of our Sites, users can also email a message to a friend by entering the friend’s name and email address. We use the information to personalize and send the message to the friend.

Information From Third-Party Social Media Platforms. You may be able to register with, log on to, or enhance your profile on our Sites by choosing to automatically populate the requested data fields with information you previously provided to a third-party social media platform (such as Facebook or Twitter). By doing this, you are asking the third-party platform to send us information, including personal information, from your profile on that platform.

Information from your browser or device. Operator collects information that is sent to us automatically by your web browser or mobile device. This information typically includes your IP address, the name of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. The information we receive may depend on your browser or device settings. The information we receive from your web browser and device may or may not be personally identifiable. However, we may combine it with other information in an attempt to identify you or we may combine it with information that does identify you.

Information Collected by Cookies and Other Technologies. A “cookie” is a small file placed on your device when you visit a site that can be understood by the site that issued the cookie. We use cookies and other technologies, including device identifiers, to collect information and support certain features of our Sites. For example, we may use these technologies to:

- collect information about the ways visitors use our Sites—which pages they visit, which links they use, and how long they stay on each page;
- support the features and functionality of our Sites – for example, to save you the trouble of reentering information already in our database or to prompt the settings you established on previous visits;
- personalize your experience when you use our Sites; and
- improve our marketing efforts, including through use of targeted advertising.

The information we collect using cookies and similar technologies may or may not be personally identifiable, but we may link it to personal information that you provide. If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept cookies when you visit our Sites, you may be unable to use all of the functionality of our Sites if your browser rejects our cookies.

Information About Third-Party Cookies and Interest-Based Advertising

In addition to the cookies Operator delivers to your computer or mobile device through our Sites, certain third parties may deliver cookies to you for a variety of reasons. For example, we may use Google Analytics, a web analytics tool that helps us understand how visitors engage with our Sites. To learn more about Google Analytics, [click here](#). Other third parties may deliver cookies to your computer or mobile device for the purpose of tracking your online behaviors over time and across nonaffiliated websites and/or delivering targeted advertisements either on our Sites or on other websites.

You have choices about the collection of information by third parties on our Sites. For example, if you don’t want information about your visit to our Sites sent to Google Analytics, you may download an Opt-out Browser Add-on by [clicking here](#). Please note that the Add-on does not prevent information from being sent to Operator.

In addition, if you would like to opt out of having participating entities collect your online behavior for advertising purposes when you are browsing our websites, [click here](#) for a “Website Opt Out.” You will be directed to an industry-developed website that allows you to

choose whether each listed entity may collect and use data for interest-based advertising purposes. It may be that some of the third parties that collect interest-based information on our Sites do not participate in the Website Opt Out, in which case the best way to avoid third-party tracking of your online behaviors may be through your browser settings and deletion of cookies.

The Website Opt Out described above works only on websites. To opt out of having participating entities track your behaviors for advertising purposes when you are using a mobile app, download and use the Digital Advertising Alliance's "App Choices" app. As with the Website Opt Out, the "Mobile App Opt Out" prevents tracking only by participating entities.

Please note that the Website Opt Out and Mobile App Opt Out are device specific and the Website Opt Out is browser specific. If you wish to opt-out from having interest-based information collected by participating entities across all devices and browsers, you need take the steps outlined above from each device and browser.

How We Use Information Collected Through Our Sites

Generally, we use the information we collect through our Sites:

- to provide the information, products and services you request;
- for security, credit or fraud prevention purposes;
- to provide you with effective customer service;
- to provide you with a personalized experience when you use our Sites;
- to contact you with information and notices related to your use of our Sites;
- to contact you with special offers and other information we believe will be of interest to you (in accordance with any privacy preferences you have expressed to us);
- to invite you to participate in surveys and provide feedback to us (in accordance with any privacy preferences you have expressed to us);
- to better understand your needs and interests;
- to improve the content, functionality and usability of our Sites;
- to improve our products and services and to attract investors;
- to improve our marketing and promotional efforts; and
- for any other purpose identified in an applicable privacy notice, click-through agreement or other agreement between you and us.

A Note about Careers Pages

Some of our Sites have "Career" areas where you can search for open positions and apply for a job with us. When you submit an employment application, we ask you to provide certain personal information, including, but not limited to, your name, address, telephone number, email address, and employment history. If you send us an email to inquire about a position, the information we receive is the information you include in your cover letter, resume and email message. Please note that by submitting your information regarding employment opportunities to us, you authorize us to transmit and store your information in our recruitment database, to circulate that information as necessary for the purpose of evaluating your qualifications for job

vacancies at Operator, and to contact you about a possible employment opportunity. If you are hired by Operator, the information you provide during the recruiting process will become part of our employee records.

Your Choices

In General. We respect your right to make choices about the ways we collect, use, and disclose the information you provide on or through our Sites. We strive to provide choices to you at a meaningful time and in a meaningful place. This Policy describes some of your other choices, such as your choice to opt out of receiving “cookies.”

Do Not Track Mechanisms. Your browser may deliver a “Do-Not-Track (‘DNT’) signal” to our Sites. Because of the changing state of technology and indecision within the technology and marketing industries regarding the meaning of DNT signals, we currently do not make any guarantee that we will honor DNT signals.

Previously Expressed Preferences. You may change previously expressed preferences regarding how we use information you provide on or through our Sites. For example, if you have provided your contact information and receive periodic emails from us, you may decide to stop receiving those emails by clicking the “unsubscribe” link in an email’s footer. You may be able to change other preferences through an account you create on our Sites. Otherwise, please contact us using the information provided below.

How to Access, Update or Correct Your Information

If you have created a profile on our Sites, you may be able to access, update or correct your information through your account settings. Otherwise, you may need our help. Please contact us using the information provided below. We will respond to you within a reasonable time and, in any case, within the time limits established by applicable law. We may ask you for additional information to verify your identity. In most cases, we will provide access and correct or delete any inaccurate information you discover. In some cases, however, we may limit or deny your request if the law permits or requires us to do so or if we are unable to verify your identity. If you seek deletion of information that you provided when you were a minor, please contact us using the information provided below.

Steps We Take to Safeguard your Information

We maintain reasonable administrative, physical and technological measures to protect the confidentiality and security of personal information you submit on or through our Sites. Unfortunately, no website, server or database is completely secure or “hacker proof.” We therefore cannot guarantee that your personal information will not be disclosed, misused or lost by accident or by the unauthorized acts of others. Further, we cannot control dissemination of personal information you post on or through our Sites using any social networking tools we may provide, and you should have no expectation of privacy in such information.

How We Share Information With Others

With Third-Party Vendors. Operator shares information collected through our Sites with third-party vendors who act on our behalf. For example, we may use third-party vendors to design and operate our Sites; to conduct surveys; and to help us with our promotional efforts. These third-party vendors may need information about you to perform their obligations. Typically, they are required by contract to keep your information confidential and to use it only to provide services on our behalf; however, as described below, we may allow them to use aggregate or de-identified data for their own purposes or to market the products and services of their other clients.

With Other Companies in Operator's Corporate Structure. We may share information collected through our Sites with other companies in Operator's corporate structure, including subsidiaries, parent companies, and sister companies existing now or hereafter acquired. These affiliate companies are permitted to use your information for their own marketing purposes and in a manner otherwise consistent with this Policy.

With our Franchisees. Operator may share information collected through our Sites with the owner of any one of our locations that you have used or in which you have expressed interest. These franchisees may be permitted to use your information for their own marketing purposes and in a manner otherwise consistent with this Policy.

With Third-Party Social Media Platforms. We may provide functionality on our Sites that allows you to automatically post information to a third-party social media platform (such as Facebook, Twitter, or Pinterest). If you choose to take advantage of this functionality, people with access to your profile on the third-party platform will be able to see your post. Thus, you should have no expectation of privacy in those actions. Further, if you choose to link your profile on our Sites with an account on a third-party social media platform, we may share the information in your profile with that third-party platform. We may also use third-party social media platforms to offer you interest-based ads. To offer such ads, we may convert your email address into a unique value which can be matched by our partner company with a user on their platform. Although we do not provide any personal information to these platform vendors, they may gain insights about individuals who respond to the ads we serve.

With Other Users of this Site. In this Policy, "User-Generated Content" or "UGC" refers to all of content that you post on or through our Sites using the social networking tools we make available to you and that does not constitute Feedback. The UGC you submit on or through our Sites is available to others who visit our Sites. Any Personal Information contained in UGC can be read, collected, or used by others, and could be used to send you unsolicited messages. In addition, we may use UGC you submit on or through our Sites for advertising campaigns and other promotions. We may or may not use your name in connection with such use, and we may or may not seek your consent before using the content for such purposes. Therefore, you should have no expectation of privacy with respect to UGC you submit on or through our Sites. You should not submit any content you do not wish to make available to the general public, and you must take special care to make sure your submissions comply with our Terms of Use. In particular, your submissions must not violate the privacy or other rights of others.

In Aggregate or De-Identified Form. We use information collected through our Sites to create a compiled, aggregate view of usage patterns. We may share aggregate information with third parties so we and they can better understand our user base. We may also share with third parties information about how particular individuals use our Sites, but only on a de-identified basis (“Individualized Data”). Individualized Data is not personally identifiable, but it does reflect the usage patterns of a particular Site user, as opposed to Site users collectively. We may provide basic demographic information (gender and age) in conjunction with providing Individualized Data. Third parties typically use this information for analytical purposes and to market their own products and services.

With Other, Carefully Selected Business Partners. From time to time, we may share your information with selected third parties for their own marketing purposes. For example, we may partner with third parties to sponsor contests or other promotions, and we may share with these third parties the information you submit to us to participate in the contest or take advantage of the promotion. Before doing so, however, we may offer you the opportunity to “opt out” or “opt in,” as required by applicable law.

As Part of a Business Transfer. Your information may be transferred to successor organization if, for example, we transfer the ownership or operation of our Sites to another organization if we merge with or are acquired by another organization, or if we liquidate our assets. If such a transfer occurs, the successor organization’s use of your information will still be subject to this Policy and the privacy preferences you have expressed to us.

To Comply With Laws and Protection of Our Rights and the Rights of Others. We may disclose your information when we, in good faith, believe disclosure is appropriate to comply with the law, a court order or a subpoena. We may also disclose your information to prevent or investigate a possible crime, such as fraud or identity theft; to protect the security of our Sites; to enforce or apply our online Terms of Use or other agreements; or to protect our own rights or property or the rights, property or safety of our users or others.

As Described in a Privacy Notice or Click-Through Agreement. We reserve the right to disclose your information as described in any privacy notice posted on our Sites, or as described in any click-through agreement to which you have agreed.

Children Under the Age of Thirteen

We are proud of our Sites and we strive to ensure that they don’t offend people of any age. However, our Sites are not intended for children or minors under the age of thirteen years without the permission of a parent or guardian. If you believe that a child has submitted personal information on or through our Sites without the consent and supervision of a parent or guardian, please contact us using the information provided below so that we can take appropriate action.

Links to Other Sites

Our Sites may provide links to other websites operated by third parties, including in some cases our third-party vendors. Operator does not control these websites and is not responsible for

their data practices. Any information you provide to third parties on their websites is covered under their privacy and data collection policies and is not covered by this Policy. We urge you to review the privacy policy posted on any site you visit before using the site or providing any personal information.

This Policy May Change

We are continually improving and adding to the features and functionality of our Sites and the services we offer through our Sites. As a result of these changes (or changes in the law), we may need to update or revise this Policy. Accordingly, we reserve the right to update or modify this Policy at any time, without prior notice, by posting the revised version of this Policy behind the link marked “Privacy Policy” at the bottom of each page of our Sites. Your continued use of our Sites after we have posted the revised Policy constitutes your agreement to be bound by the revised Policy. However, we will honor the terms that were in effect when we gathered data from you.

For your convenience, whenever this Policy is changed, we will update the “effective date” at the top of this page. Be sure you check the effective date to see if this Policy has been revised since your last visit.

You may access the current version of this Policy at any time by clicking the link marked “Privacy Policy” at the bottom of each page of our Sites.

Contact Us

If you have any questions regarding this Privacy Policy, please contact us at and we will work with the owner of the website or mobile app at issue to answer your question:

MHI Restaurant Group, LLC
2373 Central Park Blvd, Suite 107
Denver, Colorado 80238

TERMS OF USE

YOUR CONSENT TO THESE TERMS OF USE

By accessing or using one of our Sites, you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not use our Sites.

YOUR CONSENT TO OUR ONLINE PRIVACY POLICY

Our online Privacy Policy (our “Privacy Policy”) describes how we protect your privacy when you use our Sites. Our Privacy Policy is an integral part of and is incorporated into these Terms of Use.

YOUR CONSENT TO OTHER AGREEMENTS

When you sign up to use a special feature of our Sites, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the “click-through agreement.”

THESE TERMS OF USE MAY CHANGE

We reserve the right to update or modify these Terms of Use, at any time and without prior notice, by posting the revised version on our Sites. These changes will be effective as of the date we post the revised version on our Sites. Your use of any one of our Sites following any such change constitutes your agreement to be bound by the revised Terms of Use.

To alert you to changes in these Terms of Use, we will provide a notice at the top of this page for at least 30 days after the new effective date. Unless the change is a minor change (such as a change in our contact information or in our list of Sites) or a non-substantive change (such as the reformatting of our Terms of Use), we will also post notices on our home pages and/or on the relevant pages of our Sites for 30 days after the new effective date to alert you to the change.

You may access the current version of these Terms of Use at any time by clicking on the link marked “Terms of Use” at the bottom of each page of our Sites.

OWNERSHIP, COPYRIGHT, AND TRADEMARK MATTERS

Our Sites, including the software and code that comprise and operate our Sites and all of the content of our Sites, for example, all of the text, images, illustrations, graphics, audio clips, and video clips published on our Sites, are protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws. All of the rights in our Sites,

including all of the rights in the content of our Sites, are owned by Operator, its subsidiaries, its franchisees, its or their licensors, and other third parties. The entire content of each Site is copyrighted as a collective work under U.S. and international copyright laws and treaties, and Operator or one of its subsidiaries owns the copyright in the selection, coordination, arrangement and enhancement of the content of each Site.

Individual users of our Sites are permitted to download copies of the information on our Sites for their own personal use. This limited, revocable privilege to use the content in no way constitutes a transfer of any right, title or interest in the material you download. You may not, under any circumstances, (a) modify the content of our Sites or use or exploit it for any commercial purpose, or for any public display, performance, sale or rental; (b) decompile, reverse engineer, or disassemble the any part of our Sites or the content; or (c) remove any copyright, trademark registration, or other proprietary notices from the content. No material from our Sites may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, exploited or used in any manner or form except as expressly provided above without first obtaining written permission from Operator or one of its subsidiaries. The use of any materials from our Sites on any other Web site or networked computer environment is prohibited.

The trademarks and service marks used or displayed on our Sites (“Trademarks”) are registered and unregistered trademarks of Operator, one of its subsidiaries, or third parties. Nothing on our Sites may be construed as granting – by implication, estoppel, or otherwise – any license or right to use any Trademarks displayed on the Site without the prior express written permission of Operator or the trademark owner. In particular, you may not use any trademark displayed on our Sites as a “hot” link without the prior written approval of the trademark owner.

RESPONSIBILITY FOR USER-GENERATED CONTENT POSTED ON OR THROUGH OUR SITES

In these Terms of Use, “User-Generated Content” or “UGC” refers to all of the content that you post on or through our Sites using the social networking tools we make available to you and that does not constitute Feedback.

You are responsible for UGC that you post: Under no circumstances will we be liable in any way for any UGC.

This means that you, not Operator, are entirely responsible for all UGC that you post and that you can be held personally liable for comments that are defamatory, obscene, or libelous, or that violate these Terms of Use, an obligation of confidentiality, or the rights of others. If any part of the UGC you post is not your original work, it is your responsibility to obtain any necessary permission to post it.

Because we do not control the UGC posted on or through our Sites, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that UGC. You also agree and understand that by accessing our Sites, you may encounter UGC that you may consider to be objectionable. We have no responsibility for any UGC, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you may claim was incurred as a result of the use of any UGC posted, emailed, transmitted or

otherwise made available on or through our Site. The UGC posted on or through our Sites expresses the personal opinions of the individuals who posted it and does not necessarily reflect the views of Operator or any person or entity associated with Operator.

You own UGC, but we may use it: You own the copyright in any original UGC you post. We do not claim any copyrights in UGC. However, by using our Sites you are granting us and our subsidiaries, affiliates, successors and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain repurpose, and commercialize UGC you post in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction, notification, or attribution, and without compensating you in any way, and to authorize others to do the same. For this reason, we ask that you not post any UGC that you do not wish to license to us, including any photographs, videos, confidential information, or product ideas.

We may disclose and/or remove UGC: Operator has certain rights. We have the right (but do not assume the obligation) to:

- monitor all UGC;
- require that you avoid certain subjects;
- remove or block any UGC at any time without notice at our sole and absolute discretion;
- disclose any UGC and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of Operator or others, or to enforce these Terms of Use; and
- terminate your access to and use of our Sites, or to modify, edit or block your transmissions thereto in our sole discretion.

You agree that our exercise of such discretion shall not render us the owners of UGC you post, and that you will retain ownership thereof as described above.

Restrictions on UGC: It is a condition of these Terms of Use that you do not:

- upload, post, transmit or otherwise make available
- any UGC that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
- any UGC that constitutes or encourages activity illegal under criminal or civil law;
- any UGC that is false, misleading, or fraudulent;
- any UGC that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- any UGC that violates or infringes upon the rights of others, including UGC which violates the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
- any UGC that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is under eighteen years old but you are his/her parent or legal guardian;
- any request for or solicitation of any personal or private information from any individual;
- any request for or solicitation of money, goods, or services for private gain;
- any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- any UGC that contains advertising, promotions or marketing, or which otherwise has a commercial purpose;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- violate any local, state, national or international law, rule or regulation.

By posting UGC, you represent and warrant that (i) you own or otherwise control all of the rights to the UGC and have the right to grant the license set forth in these Terms of Use; (ii) the UGC is accurate, and (iii) you are at least eighteen years old and you have read and understood and your UGC fully complies with these Terms of Use and applicable laws and will not cause injury to any person or entity.

REMOVAL OF CONTENT

In general: On certain pages of our Sites, we may provide to you a tool to report objectionable User-Generated Content. If that tool is not available, you can report objectionable UGC by contacting us using the information provided above. While we do not have any obligation to remove UGC from our Sites merely because of a removal request, we will endeavor to review all such requests and will remove UGC that we determine should be removed, in our sole discretion and in accordance with these Terms of Use and applicable law. Please be aware, however, that if the UGC has already been distributed to other websites or published in other media, we will not be able to recapture and delete it. Also, a back-up or residual copy of the UGC we remove from our Sites may remain on back-up servers.

Violation of copyrights Operator does not knowingly violate or permit others to violate the copyrights of others. We will promptly remove or disable access to material that we know is infringing or if we become aware of circumstances from which infringing activity is apparent.

If you are requesting removal of content because of a violation of your copyrights, please note that the Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S.

copyright law. If you believe that your own work, or the work of a third party for whom you are authorized to act, is featured on our Sites or has been otherwise copied and made available on our Sites in a manner that constitute copyright infringement, please notify us immediately. Your notice must be in writing and must include:

- an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on our Sites (including the URL, title and/or item number if applicable, or other identifying characteristics);
- your name, address, telephone number, and email address, and, if you are not the owner of the copyright, the name of the owner; and
- a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your statement must be addressed to the Operator who owns the platform, as follows:

Copyright Department
Mici Handcrafted Italian
2373 Central Park Blvd, Unit 107
Denver, CO 80238

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

YOUR FEEDBACK

In these Terms of Use, "Feedback" refers to the content you post on or through our Sites that is specifically about how we can improve our Sites and the products and services we make available through our Sites. Although we do not claim ownership of User-Generated Content you post on or through our Sites, the Feedback you provide to us will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

PASSWORD-PROTECTED AREAS OF OUR SITES

Certain areas of our Sites are password protected. You are responsible for maintaining the confidentiality of your passwords. We have the right to assume that anyone accessing our Sites using a password assigned to you has the right to do so. You will be solely responsible for the activities of anyone accessing our Sites using a password assigned to you, even if the individual is not, in fact authorized by you. You agree to notify us promptly at Kim@miciitalian.com if you have reason to believe that your password may have been compromised or used without authorization.

FRANCHISE INFORMATION

Neither our Sites nor the franchise sales information on our Sites constitute an offer to sell a franchise. The offer of a franchise can only be made through the delivery of a franchise offering circular. Certain states require that we register the franchise offering circular in those states. The communications on our Sites are not directed by us to the residents of any of those states. Moreover, we will not offer or sell franchises in those states until we have registered the franchise (or obtained an applicable exemption from registration) and delivered the franchise offering circular to the prospective franchisee in compliance with applicable law.

DISCLAIMERS

OUR SITES, THEIR CONTENTS, AND ALL INFORMATION, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH OUR SITES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR, ITS SUBSIDIARIES, AND ITS FRANCHISEES DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO OUR SITES, THEIR CONTENTS, AND THE INFORMATION, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THESE SITES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OPERATOR, ITS SUBSIDIARIES AND ITS FRANCHISEES DISCLAIM ALL

REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (C) RELATING TO THE SECURITY OF THESE SITES; (D) THAT THE INFORMATION ON THESE SITES, INCLUDING MENUS AND PRICING INFORMATION, IS ACCURATE, COMPLETE OR CURRENT; OR (E) THAT THESE SITES WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO THIS ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, SHALL OPERATOR, ITS SUBSIDIARIES, OR ITS FRANCHISEES, OR ANY OF THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS, LICENSORS OR SUPPLIERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE OUR SITES, ANY CONTENT

PUBLISHED ON OUR SITES, OR ANY INFORMATION, PRODUCTS OR SERVICES PROVIDED OR PURCHASED THROUGH OUR SITES.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF OPERATOR, ONE OF ITS SUBSIDIARIES, OR A FRANCHISEE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OPERATOR, ITS SUBSIDIARIES, ITS FRANCHISEES (AND ANY OTHER PERSON OR ENTITY WHOSE LIABILITY WOULD OTHERWISE HAVE BEEN LIMITED) FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED FIVE DOLLARS (\$5.00).

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO ALL OR PART OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

LINKS TO SITES OPERATED BY THIRD PARTIES

Our Sites may provide links to websites operated by third parties. We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals or the accuracy or content of their websites. We do not assume any responsibility or liability for the actions, product, and content of any such sites. Before you use any site you should review the applicable conditions of use and policies. The inclusion of a link in our Sites does not imply our endorsement of the site. If you decide to access linked third-party websites, you do so at your own risk.

INTERPRETATION

As used in these Terms of Use, the term “including” means “including, but not limited to.”

WAIVER

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by any of us of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

SEVERABILITY

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

GOVERNING LAW, JURISDICTION AND VENUE

These Terms of Use shall be governed under the laws of the State of Colorado without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use shall be venued exclusively in state or federal court in Denver, Colorado. You hereby irrevocably consents and submits to the personal jurisdiction of said courts for all such purposes.

ENTIRE AGREEMENT.

These Terms of Use, together with our Privacy Policy and any applicable privacy notice or click-through agreement, contain the entire understanding and agreement between you and us with respect to our Sites and supersede all previous communications, negotiations and agreements, whether oral, written, or electronic between you and us with respect to our Sites.