

Radtab Inc., a Delaware corporation (“**Radtab**” or “**we**” or “**us**”), is the owner and developer of the mobile device app, Radtab (the “**Radtab App**”), which allows individual users (the “**Users**” or “**you**”) to automate the payment transactions of their bills and otherwise interact with the Radtab App (the “**Services**”) at participating restaurants and bars (the “**Establishments**”).

Any User who downloads, accesses and utilizes the Radtab App, or accesses and interacts with the Radtab online platform services, is subject to and consents to the terms of this Privacy Policy (the “**Privacy Policy**”). This Privacy Policy sets forth the User Information, as defined below, that Radtab collects, as well as Radtab’s policies regarding the utilization, protection, and sharing of such information. This Privacy Policy does not apply to the practices of third parties that Radtab does not own, control, manage or employ, not all of which are named within this Privacy Policy.

ARTICLE I

INFORMATION COLLECTION

Radtab collects, stores and processes certain User Information for the purpose of improving the Services and offering Users an enhanced and personalized experience when using the Radtab App. Radtab may also make certain User Information available to Establishments, third party affiliates, and other Users, the specifics of which are described in greater detail herein. Radtab collects both personal information from Users, which is information that could be used to identify you such as your name (the “**Personal Information**”), and non-personal information from Users, which is information that cannot be used to identify you, such as anonymous usage data that Radtab generates from User activity on the Radtab App (the “**Non-Personal Information**”) (the Personal Information and Non-Personal Information together being the “**User Information**”).

Section 1.0: User Account

To use the Radtab App, you must create a User Account (the “**User Account**”), which will require you to provide certain information to Radtab, including: (i) your name; (ii) e-mail address; (iii) zip code; (iv) mobile phone number; and (v) the current information of at least one credit and/or debit card (the “**Payment Information**”) (Radtab’s policies for collecting, processing and storing Payment Information is provided below). You may view and change your User Account information by signing into the Radtab App and updating your information.

Users may voluntarily provide additional information in order to personalize the User Account experience, such as an account photo. Such additional information may be removed through your User Account settings by you at any time.

If you wish to terminate your account, you must do so through the User Account settings. Deleting the Radtab App will not be sufficient to terminate your account. Upon termination, all Non-Personal Information collected by Radtab will be retained for the purposes of processing anonymous, aggregated data. Any User Information shared with a third party, or any Payment Information shared with our third party payment processors, will be stored or deleted by such third party in accordance with its policies.

Section 1.1: Additional Information Collection

While you are using the Radtab App, Radtab may collect and store certain information related to your activity within the Radtab App, on the Radtab website, at Establishments, or from your computer, mobile phone or other device on which you access the Radtab App (each, a “**Device**”), and from certain apps on your Device while you are accessing the Radtab App or Radtab webpage (together, the “**Usage Information**”). Radtab may send one or more cookies to your Device when you visit the Radtab webpages. Radtab may also utilize web beacons (also known as “1×1 GIFs” or “clear GIFs”) in the Radtab website and email messages to anonymously track the online usage patterns of our Users and emails activity.

Section 1.2: Information Sharing from Connected Social Media Accounts

For your convenience, you may access your User Account by connecting it to separate accounts that you create through a third-party, such as a social media account (the “**Social Media Account**”). By linking your User Account to a Social Media Account, you have authorized Radtab to collect, store, and use certain information that your Social Media Account provider may make available to Radtab about you.

Radtab is not responsible, in any manner, for any information that you choose to provide to the general public through the Radtab App, or certain activities that you participate in through the Radtab App, such as reviews, tips, photos, videos, check-ins, comments, likes, or other information for public consumption.

Section 1.3: Marketing Service Providers

Radtab may engage third parties, such as marketing or analytics partners, who, via their own policies and methods, may collect information on our behalf and for our use about your online activities over time and across different websites when you use our Services.

Section 1.4: Opting-Out of Certain Usage Information Collections

Users can limit the means that Radtab collects certain Usage Information through tracking technology by changing the settings on their browsers and Devices. Please refer to your browsers’ or Devices’ instructions on how to manage cookies and other tracking/recording tools if you wish to limit these capabilities. Please be advised that some features of the Radtab App may not function properly if you disable your Device from accepting cookies. Additionally, Radtab currently does not employ technology that recognizes “Do Not Track” signals from your browser.

Section 1.5: Refer-a-Friend

Users may provide the contact information of a friend to Radtab to have Radtab invite such individual to use the Radtab App. Upon Radtab’s receipt of such information, Radtab will automatically send a one-time email or text message to the individual to introduce him or her to the Radtab App and provide certain information related to the Services. Radtab will notify the individual which User requested that Radtab contact them with the invitation. Radtab will save the contact information of the individual for the sole purposes of sending a one-time email or text message, tracking the individual’s response to our communication, and if he or she makes a User Account. We will not use his or her contact information for any further marketing purpose unless we obtain the consent of such person.

ARTICLE II

USER INFORMATION WE SHARE

We do not share, sell, trade or disclose the Personal Information of our Users except as provided by this Privacy Policy or, if there is an exception, as disclosed at the time you provide such information. Radtab may use Non-Personal, anonymous Usage Information in its discretion.

Section 2.1: With Establishments

By using our Services at an Establishment, you consent to our sharing of certain User Information with Establishments. Please note that Radtab does not control the privacy practices of Establishments and is not liable for any Establishment’s actions with respect to or the treatment of your information.

Section 2.2: With Other Users

Certain User Information is available to other Users to allow Users to interact with one another within the Radtab App, as well as utilize certain features within the Services of the Radtab App. You may change what User Account information is shared by changing the settings of your User Account.

Section 2.3: With Our Third Party Payment Processor

Radtab utilizes the services of independent, third-party payment processors in order to provide the Services and process your payments due to Establishments. Such third party processors are responsible for securely storing and processing the Payment Information that you provide via the Radtab App. *Radtab does not retain your Payment Information and does not have direct control over the storage or processing of your Payment Information for the Services.* By submitting your Payment Information, you consent to the sharing of such information with our third party payment processors and acknowledge that such third parties may store your credit and/or debit card information in connection with your use of the Services and Radtab App. For information about the security of your credit or debit card account information, see the section entitled “Storage and Security of User Information” below.

Section 2.4: With Our Agents and Affiliates

Radtab employs or contracts with various programmers, affiliates, third party vendors, and consultants to perform tasks on our behalf, to provide services to us, or to provide products or services to you in connection with the Service (collectively, “**Agents and Affiliates**”). Any User Information shared with Agents and Affiliates is solely for the purpose of providing the Services and developing or managing the Radtab App. Unless provided otherwise herein, our Agents and Affiliates do not have any right to use User Information outside the scope of their engagement with Radtab and may not use the User Information for any other purpose or benefit.

ARTICLE III

UNAFFILIATED THIRD PARTY CONSENTS AND PROMOTIONS

Section 3.1: Consent to Receive Information From Third Parties

We do not share your Personal Information with unrelated third parties not specifically named herein for those third parties’ direct marketing purposes unless you consent to such sharing. For example, you may be presented with an opportunity to receive information and/or marketing offers directly from third parties. If you take actions within the Radtab App to explicitly agree to have your Personal Information shared, your Personal Information will be disclosed to such third parties and all information you disclose will be subject to the privacy policies and practices of such third parties. We are not responsible for the privacy policies and practices of such third parties and, therefore, you should review the privacy policies and practices of such third parties prior to agreeing to receive information and/or marketing offers from them. If you want to withdraw your consent and no longer wish to receive communications from a third party, you will need to contact such third party directly.

Section 3.2: Sweepstakes, Contests and Promotions

We may offer sweepstakes, contests, and other promotions (any, a “**Promotion**”) through the Services that may require registration. By participating in a Promotion, you are agreeing to official rules that govern that Promotion, which may contain specific requirements of you, including allowing the sponsor of the Promotion to use your name, voice and/or likeness in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, in connection with winner selection, prize fulfillment, and as permitted by the Promotion’s official rules.

Section 3.3: Information Disclosed for Administrative, Legal, or Safety Reasons

Radtab may disclose User Information and Device information in order to comply with any court order, law, or legal process, including in response to any government or regulatory request. Radtab may also disclose User Information or Device information in connection with an investigation of fraud, security or technical issues, and to prevent or stop activity we may believe to be an illegal, unethical, or legally actionable activity.

ARTICLE IV

STORAGE AND SECURITY OF USER INFORMATION

The User Information, excluding the Payment Information, collected by Radtab is securely stored within our databases. Radtab uses standard, industry-accepted, commercially reasonable security practices such as encryption, firewalls and SSL (Secure Socket Layers) for protecting your User Information, including a certain portion of your credit card number which we retain. Nevertheless, any information you transmit to Radtab or via the Radtab App is done at your own risk. Radtab assumes no liability or responsibility for disclosure of User Information or Payment Information due to errors in transmission, unauthorized third party access, or other causes beyond our control.

Users shall be proactive in keeping their User Information secure. You are responsible for selecting and protecting your password appropriately and limiting access to your Devices and User Account by unauthorized user.

ARTICLE V

CHILDREN'S PRIVACY

No User may be under the age of 13 as the Radtab App is not intended to be used by children under the age of 13. Radtab does not knowingly collect or solicit Personal Information from anyone under the age of 13 or knowingly allow such persons to register for the Services. If you are under 13, do not send any information about yourself via the Radtab App or to Radtab directly, including your name, address, telephone number, or email address. In the event that we learn that we have collected personal information from a child under age 13, we will delete such information as quickly as possible. If you believe that we might have collected any information through the Radtab App or otherwise from or about a child under the age of 13, please contact us immediately at [support@radtab.co(mailto:support@radtab.co)].

ARTICLE VI

CHANGES TO OUR PRIVACY POLICY

Radtab reserves the right to change the terms of this Privacy Policy from time to time, in its sole discretion, and will notify Users of any changes via the Radtab App. Any changes will be available on Radtab's website and will be effective as of the date provided at the bottom of the page, which may be the date that the revised terms are posted or such later effective date as stated. By continuing to access or use the Radtab App after a change in this Privacy Policy has been posted, you are agreeing to be bound by the terms of the revised Privacy Policy.

ARTICLE VII

GOVERNING LAW; VENUE; ASSIGNMENT

The laws of the State of South Carolina, excluding its conflicts of law rules, govern this Privacy Policy and your use of the Radtab App or Radtab Software. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be either the state or federal courts in Charleston County, South Carolina, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

Radtab may assign all of its rights under this Privacy Policy to a third party successor (“**Assignee**”), in its sole discretion. Radtab will notify the Users prior to the effective date of any assignment in which Radtab will disclose and transfer User Information to such Assignee. Users and Establishments may not transfer or assign any of their rights or obligations hereunder to another party, and any attempt to do so shall be null and void.

ARTICLE VIII

MISCELLANEOUS

The section titles are for convenience only and have no legal or contractual effect. The terms of this Privacy Policy shall be considered valid to the fullest extent permissible by law. If any provision contained herein is determined to be unlawful, void or unenforceable in a court of law, that provision is deemed severable and does not affect the validity and enforceability of any remaining provisions.

ARTICLE IX

CONTACT US

If you have any questions or concerns about this Privacy Policy or any of our privacy-related practices, please contact us at [support@radtab.co]

Last Updated: [December 18, 2018]