

## The Shadow Chef Privacy Policy

The Shadow Chef recognizes that privacy of personal information is of utmost importance to you. This Privacy Policy outlines how The Shadow Chef uses and shares your personal information and also provides guidelines of your responsibilities as a user of this site. **By visiting [www.TheShadowChef.com](http://www.TheShadowChef.com) you are accepting the practices described in this Privacy Policy.**

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### **What do we do with the information that we gather from you?**

We receive and store certain types of information whenever you interact with us. Some of the information is provided directly by you and some is collected, like the practice of many Web sites, by using "cookies." Additionally, we may monitor the use of our website and ChefClub emails or collect certain types of information when your Web browser accesses this site. This is done in an effort to provide you with useful information. We might also receive information about you from other sources. We will use your personal information to communicate with you about your order, our site and special promotions or announcements that are relevant to you. Also, we may send you a confirmation email when you register with us. We may send you a service-related announcement on the rare occasions when it is necessary (for example, if we must temporarily suspend our service for maintenance.) If you do not wish to receive any information from us at all you may remove yourself from our email group at any time by using the "opt-out" option at the bottom of each message. If you no longer wish to receive postage mail communications, please send an email to this effect to [clientsupport@TheShadowChef.com](mailto:clientsupport@TheShadowChef.com).

The Shadow Chef may share your personal information, including but not limited to your name and email address, with our partner, Caribbean Caterers, for the purpose of informing you about services of interest to you. When you register for ChefClub or for a User Account, you may opt out of receiving these emails. To opt out of receiving these emails in the future, simply use the "opt out" at the bottom of a message from Caribbean Caterers.

There is a "send this page to a friend" feature on each promotional email and announcement that we send to you. This feature allows you to forward the coupons, promotions and announcements to people that you feel will be interested. For this feature to function, we ask for email addresses for you and the recipient. We do not store or save the recipient addresses, and the recipient will not receive any communication from The SPIN Project or its partners as a result of having used this feature. To receive future communications, the recipient must register for ChefClub or create a User Account on this Site.

### **Disabling Cookies**

If you wish, you can change the settings on your internet browser to refuse cookies from web sites or to remove cookies from your hard drive, but if you do, certain portions of this site may not function properly. ?you will not be able to access or use portions of this Site.?

To disable cookies: The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the Website of its manufacturer. However, cookies allow you to take full advantage of all of [www.TheShadowChef.com](http://www.TheShadowChef.com)'s features so we recommend that you leave them turned on.

- ?help make this Site easier for you to use by not having to enter information more than once.
- help you quickly find information, products, and services.
- help us create content on this Site that is most relevant to you.
- alert you to new information, products, and services that we offer?

### **Log Files**

As is true of most web sites, the Site server automatically recognizes the Internet URL from which you access this Site. We may also log your Internet protocol ("IP") address, Internet service provider, and date/time stamp for system administration, order verification, internal marketing, and system troubleshooting purposes.

### **User Account**

Before you place your first order, you will be required to create a User Account. You will be asked certain questions including, but not limited to, your name, address and credit card information. Providing complete and accurate information is required. The information is used for billing purposes, to fulfill your orders, to communicate with you about your order and our site, and for internal marketing purposes. Additionally, if we encounter a problem when processing your order, we use this personal information to contact you.

### **Will you ever share my information?**

### **Release of your personal information**

We will never sell your personal information to another company. However, we release account and other personal information when we believe release is appropriate to comply with the law; to perform the necessary functions of this website, such as to process your credit card payment, enforce or apply our Terms & Conditions or Privacy Policy and other agreements; or protect the rights, property, or safety of The Shadow Chef, our users, or others. This can include exchanging information with other companies and organizations for fraud protection and credit risk reduction. **This does not include selling, renting, sharing, or otherwise disclosing your personally identifiable information for commercial purposes in violation of the commitments set forth in this Privacy Policy.**

Furthermore, we employ other companies and individuals to perform functions on our behalf. These companies may do such things as process your credit card payment. Their access to your

personal information is needed to perform their functions and they may not use your personal for other purposes.

### **Third Parties**

This site may contain links to other sites on the Internet that are owned and operated by third parties. We use reasonable diligence to ensure that the services and information provided by us is reliable and accurate. However, we do not maintain any control over the quality of service, accuracy of information or operation of websites of Third Party Providers. You acknowledge that The Shadow Chef is not responsible for the operation of or content located on or through any such site. The appearance of a link to a Third Party Provider on the Site is not an endorsement of such Third Party Provider or any services or information provided by the Third Party Provider or at its site.

### **How secure is my personal information?**

We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software. This software will encrypt information that you send us. When confirming an order, we will reveal only the last five digits of your credit card number. We must transmit to the appropriate credit card company during order processing the entire credit card number and other identifying information to charge the card.

Because you may store your credit card information in your User Account area, it is important for you to protect against unauthorized access to your user name and password and to your computer. Be sure to sign off and close the browser when finished using a shared computer. Do not communicate your user name or password to a third party. See <User Account> for more information regarding this part of the Policy.

### **What we expect from you.**

#### **Age certification**

You represent and warrant that you are at least 18 years old or visiting the Site under the supervision of a parent or guardian. This site is not intended for use of persons under the age of 18.

We never collect or maintain information from those that we know are under 13 years of age, and no part of our website is structured to attract anyone under 13.

#### **Terms of Use**

Subject to the terms and conditions of this Agreement, The Shadow Chef hereby grants you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser only for the purpose of shopping for personal items sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by The Shadow Chef in advance. You may not reproduce, ?distribute?, display, sell, lease, ?transmit?, create derivative works from, translate, modify, reverse-engineer, disassemble,

decompile or otherwise exploit this Site or any portion of it unless expressly permitted by The Shadow Chef in writing. You may not make any commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly permitted by The Shadow Chef in advance. The Shadow Chef reserves the right to refuse service, terminate accounts, and/or cancel orders in its discretion, including, without limitation, if The Shadow Chef believes that customer conduct violates applicable law or is harmful to The Shadow Chef's interests. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

#### Copyright

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of The Shadow Chef or its content suppliers and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of The Shadow Chef and protected by U.S. and international copyright laws. All software used on this site is the property of The Shadow Chef or its software suppliers and protected by United States and international copyright laws.

#### Trademark

The Shadow Chef's trademark or other identifying qualities may not be used in connection with any product or service that is not The Shadow Chef's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits The Shadow Chef.

#### **Standard of Conduct**

You may not download, post, email or otherwise transmit any software virus or other computer code, files or programs designed to interrupt, destroy, limit the functionality, or cause a denial or interruption of service of any computer software or hardware or telecommunications equipment of ours or any third party, including without limitation any telecommunications network.

#### **User Account**

Before placing an order via [www.TheShadowChef.com](http://www.TheShadowChef.com), all users must create or sign into their existing User Account. Access to a User Account will be gained by providing a password and a user name. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with the terms and conditions of this Agreement, and The Shadow Chef has no obligation to investigate the authorization or source of any such access or use of the Site. **YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING YOUR PASSWORD AND IDENTIFICATION WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.** You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. Take precautions to protect your user name and password such as not communicating it to a third party and logging off and closing the internet browser after each use. You shall immediately notify The Shadow Chef of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security.

#### **ChefClub**

Through ChefClub, we make certain limited services, generally communicated through email notifications, available to individuals who register on the Site. There is no charge for membership. To gain free access to the ChefClub, each registrant must do the following: (1) read and agree to comply with these <Terms and Conditions> and the <Privacy Policy> of this site; (2) provide true and accurate registration information; and (3) complete the short registration questionnaire. Members also may receive complimentary promotional offers after fulfilling the applicable participation requirements.

### **Product Reviews, Testimonials and Client Recommended Menus**

If you chose, you may submit a product review or testimonial of your experience of working with The Shadow Chef. For your convenience, product reviews may be submitted via this website by logging into your User Account, finding the product and clicking "Review this Product." Testimonials or product reviews may be emailed to The Shadow Chef. The Shadow Chef appreciates when you take the time to write about your experience. If you do submit a product review or testimonial, and unless we indicate otherwise, you grant The Shadow Chef and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. These reviews and testimonials may be used for reasons of, but not limited to, product education, marketing and improving upon or products or services. Submission of a product review or testimonial does not guarantee that it will be published. Some testimonials may be published along with a part or the entire menu that was ordered as a Client Recommended Menu.

You grant The Shadow Chef and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. If The Shadow Chef uses your words or likeness, a reasonable effort will be made to disguise your identity. Please do not put any clearly identifying information in your review or testimonial that you do not wish to be published. Furthermore, you represent and warrant that you own or otherwise control all of the rights to the content that you submit; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify The Shadow Chef or its affiliates for all claims resulting from content you supply. The Shadow Chef has the right but not the obligation to monitor and edit or remove any content. The Shadow Chef takes no responsibility and assumes no liability for any content posted by you.

### **Communications with The Shadow Chef**

You may submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise misrepresent your identity.

### **Complaints of Copyright Infringement**

The Shadow Chef respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please send a Claim Notice of Copyright Infringement to The Shadow Chef Legal Department.

The Notice must contain the following elements

- An electronic or physical signature, address, telephone number and email of the person holding the copyright or their authorized agent;
- A description and location on the website of the copyrighted work that you claim has been infringed upon;
- A statement by you that you in good faith believe that the use of the item is not in accordance with the copyright agreement or authorized by the copyright owner, its agent or the law;
- A statement by you, under penalty of perjury, that the information in the statement is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Direct the Notice to The Shadow Chef's Legal Department at

Legal Department  
12352 Wilkins Avenue  
North Bethesda, MD 20852  
Phone: 301 255 0001  
Fax: 301 255 0003

### **Termination and Effect on Termination**

In addition to any other legal or equitable remedies, The Shadow Chef may, without prior notice to you, immediately terminate this Agreement or revoke any or all of your rights granted under this Agreement. Upon any termination of this Agreement, you shall immediately cease all access to and use of [www.TheShadowChef.com](http://www.TheShadowChef.com). The Shadow Chef shall, in addition to any other legal or equitable remedies, immediately revoke your password(s) and account identification and deny your access to and use of this Site in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

### **Applicable Law**

This site is created and controlled by The Shadow Chef in the State of Maryland, USA. As such, the laws of the State of Maryland will govern these disclaimers, terms, and conditions, without giving effect to any principles of conflicts of laws.

The Shadow Chef reserves the right to amend this Privacy Policy at any time without notice, and only the current Privacy Policy may be deemed effective. You are encouraged to review this Policy periodically to familiarize yourself with any changes.

If you have any questions about the Privacy Policy, please contact us at [clientsupport@TheShadowChef.com](mailto:clientsupport@TheShadowChef.com) with a detailed description of your question.