

PRIVACY POLICY

Effective as of December 1, 2022

We at CTOS Software, Inc. d/b/a Empower Delivery (“Empower,” “we,” “us,” or “our”) understand that privacy is important to you.

We have created this privacy policy (the “Privacy Policy”) to describe what kinds of personal information we may obtain through your interaction with Empower, including our mobile delivery and logistics application (the “Application”) and the related consumer web- and mobile-site apps (collectively, “Apps”), platforms and websites (collectively, the “Services”).

By visiting our websites, platforms and applications, or using the Empower Services, you accept the practices described in this Privacy Policy and Terms of Service. If you do not agree to (or cannot comply with) all the terms of this Privacy Policy, you may not access or use the Services.

Capitalized terms not defined in this Privacy Policy shall have the meaning set forth in our Terms of Service.

If you accept or agree to this Privacy Policy on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Privacy Policy and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

1. INFORMATION WE COLLECT

In the course of operating the Services, Empower collects or receives the following types of information, which may include personal information.

a) Contact Information

When you sign up to use the Services, join our e-mail list, enter a promotion or participate in our referral program, you may be required to provide us with personal information about yourself, such as your name, address, phone number, and e-mail address (collectively, the “Contact Information”). We do not collect any Contact Information from you when you use our Services unless you provide us with the Contact Information on a voluntary basis.

b) Billing Information

To submit orders through a Platform, you will be required to provide certain information in addition to the Contact Information noted above. Such information may include a debit card number, credit card number, billing address, expiration date, security code and similar information (collectively, the “Billing Information”).

c) Geolocational Information

To provide access to the Services while you are using an electronic device, we automatically collect geolocational information from your mobile device, your wireless carrier, or certain third-party service providers (“Geolocational Information”). Collection of such Geolocational Information occurs only when the Services are running on your mobile device. You may control the collection of Geolocational Information through the user settings on your device. You may decline to allow us to collect such Geolocational Information, in which case Empower will not be able to provide certain services to you. Please be sure to manage your mobile device and privacy preferences on the Platform on an ongoing basis.

Note that Empower uses Google Maps and the Google Maps API as part of our online ordering system. By using Empower’s web, iOS, or Android ordering systems you are also bound to the Google Maps APIs Terms of Service found here: <https://developers.google.com/maps/terms-20180207#3-privacy-and-personal-information>.

d) Other Information

In addition to the Contact Information, the Billing Information, and the Geolocational Information, we may collect additional information regarding you and your use of our Services, your interactions with us and our advertising, as well as information regarding your computer or other devices used to access our Services (collectively, the “Other Information”). Such Other Information may include:

- **From You.** Additional information about yourself that you voluntarily provide to us, such as your food orders, favorite foods, favorite restaurants, gender, birthdate, interests, and biometric information (such as fingerprints and voice recordings).
- **From Your Activity.** Information that we automatically collect when you use the Services, such as (i) information about the device from which you access the Services (i.e., the type of device, the advertising identifier (“IDFA” or “AdID”), the operating system and version (for example iOS, Android or Windows), your carrier and network type (WiFi, 3G, 4G, LTE); (ii) your IP addresses (which may consist of a static or dynamic IP address and will sometimes point to a specific identifiable computer or device); (iii) browser type and language; (iv) referring and exit pages and URLs; (v) date and time; (vi) amount of time spent on particular pages; (vii) what features of the Services you use or visit; (viii) what you order and from which restaurants; and (ix) similar information concerning your use of the Services.
- **From Cookies and Similar Technology.** Like most online services, we automatically receive standard technical information when you connect with the Services. We collect this information through browser cookies, pixels, web server logs, web beacons, and similar technologies. These features enable us to personalize your experience with the Services, understand how you use them, maintain a persistent session, and improve and further develop the Services. Cookies are small packets of data that a website stores on your computer’s hard drive so that your computer will “remember” information about your visit. We use cookies to help us collect Other Information and to enhance your experience using the Services. Specifically, we use cookies to authenticate users, personalize your experience when using the Services, analyze which features of the Services you use most frequently, and measure and optimize advertising and promotional effectiveness. To do this, we may use both session cookies, which expire once you close your web browser, and persistent cookies, which stay on your computer until you delete them. If you do not want the Services to place a cookie on your hard drive, you may be able to turn that feature off on your computer or mobile device. Please consult your Internet browser’s documentation for information on how to do this. However, if you decide not to accept cookies from us, the Services may not function properly. When the Services are made available to you through third-party sites, please be aware that these other sites maintain their own policies regarding cookies and the collection and use of information. You are responsible for reviewing those policies.
- **From Other Sources.** Information that we collect or receive from Facebook and/or other sites on which you have used the Services in accordance with their terms of use and privacy policies and applicable law.
- **Third-Party Analytics.** We use third-party analytics services (such as Google Analytics) to evaluate your use of the Services, compile reports on activity, collect demographic data, analyze performance metrics, and collect and evaluate other information relating to the Services and mobile and internet usage. These third parties use cookies and other technologies to help analyze and provide us the data. By accessing and using the Services, you consent to the processing of data about you by these analytics providers in the manner and for the purposes set out in this Privacy Policy. The information used by such analytics services is generally at the aggregate level. To the extent any such information is at the individual level or is used for secondary marketing purposes, Canadian users may opt-out of such collection or use by sending an e-mail to info@empower.delivery or writing to us at:

CTOS Software, Inc. d/b/a Empower Delivery
129 E. Market Street
Suite 700
Indianapolis, IN 46204

For more information on Google Analytics, including how to opt out from certain data collection, please visit the sites below. Please be advised that if you opt out of any service, you may not be able to use the full functionality of the Services.

- For Google Analytics, please visit: <https://support.google.com/analytics/answer/6004245?hl=en> and <https://tools.google.com/dlpage/gaoptout>

Inferences. We may use assumptions or extrapolations that have been drawn from any of the information identified above to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.

2. HOW WE USE YOUR INFORMATION

We use your personal information to provide the Services to you, and to operate our business. These business services include:

- **Service-Related Usage:** We use the Contact Information and the Other Information to provide and support the Services, such as communicating with you and other customers, managing user accounts, providing customer service, informing you about our products and services, administering our rewards, referral, and promotional programs, soliciting feedback and maintaining our systems. We use the Billing Information to process your orders, and we use the Geolocational Information to recommend nearby restaurants to you.
- **Analyzing and Improving the Services:** We may run calculations, aggregate, normalize, clean, and make derivative works of the information obtained about you in order to
 - Understand and analyze usage trends and preferences;
 - Monitor and analyze the effectiveness of the Services;
 - Improve the Services and develop new products, services, features, and functionality; and
 - Test the Services and our infrastructure to make sure the Services are working correctly.
- **Marketing:** As permitted by applicable law, we may use the Contact Information and the Other Information for marketing purposes, such as informing you about our products and services and those of our third-party marketing partners that could be useful, relevant, valuable, or otherwise of interest to you. Where required under applicable law, we will obtain your prior opt-in consent to send you electronic marketing communications. Please note that we will not share phone numbers obtained from the short code opt-in with third parties for their own marketing purposes
- **Hiring:** We may use your Contact Information and Other Information to evaluate a job applicants' candidacy for a position with Empower.

3. HOW WE SHARE YOUR INFORMATION

We may share transfer, or disclose Contact Information, Billing Information, Geolocational Information, and/or Other Information if you consent to us doing so, as well as in the following circumstances:

- **To provide our Services to you.** To provide you with our Services, we need to share your name, phone number, meal order, and, your physical address with the restaurants from which you order and with any third parties that are involved in, or provide services in connection with, such orders, such as delivery services, licensees of our technology, point-of-sale partners, middleware partners, rewards network partners, food and beverage industry partners, and other similar third parties. Such parties will use such information in accordance with the terms of their respective privacy policies.
- **To provide our Services to restaurants we cooperate with.** We may share your Contact Information, Geolocational Information, and Other Information with any third parties on behalf and at the instruction of the restaurants from which you order as part of the services we provide to the restaurants.
- **To administer our rewards, referral, and promotional programs.** In order to administer these programs, we may share your Contact Information and Other Information with the restaurants from which you order, the delivery services that deliver your orders, and any other third parties related to such rewards, referral and promotional programs. However, Information (including phone numbers) obtained from any short code opt-in will not be shared with third parties for their own marketing purposes.
- **To better understand and serve our customers.** In an ongoing effort to better understand our users and our Services, we might analyze Contact Information, Billing Information, Geolocational Information and/or Other Information in aggregate form in order to operate, maintain, manage, and improve the Services. This aggregate information does not identify you personally. We may share this aggregate data with our affiliates, agents, and business partners. We may also disclose aggregated user statistics in order to describe our products and services to current and prospective business partners and to other third parties for other lawful purposes. We also share the email and phone number of authenticated users and guests who order without signing it (e.g., via Apple Pay or Google Pay) with service providers, which provides us with analytics services as described in section 1.d) above.
- **To assist us running our business.** We may employ other companies and individuals to perform functions on our behalf. Examples may include providing marketing assistance, detecting and preventing fraudulent activity, order fulfillment, billing, and customer service. These other companies will have access to the Contact Information, the Billing Information, the Geolocational Information, and the Other Information only as necessary to perform their functions and to the extent permitted by law.
- **To receive assistance with our advertising.** We share Other Information about your activity in connection with your use of the Services with third-party advertisers and remarketers for the purpose of tailoring, analyzing, managing, reporting, and optimizing advertising you see on the Application, the Websites, the Apps, and elsewhere. These third parties may use cookies, pixel tags (also called web beacons or clear gifs), and/or other technologies to collect such Other Information for such purposes. Pixel tags enable us, and these third-party advertisers, to recognize a browser's cookie when a browser visits the site on which the pixel tag is located in order to learn which advertisement brings a user to a given site. By accessing and using the Services, you consent to the processing of data about you by these advertisers/remarketing providers in the manner and for the purposes set out in this Privacy Policy.
- **As part of the sale or other transfer of our business.** As we develop our businesses, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, investment, or similar corporate event, the Contact Information, Billing Information, Geolocational Information, and Other Information may be part of the transferred assets.
- **For legal purposes.** To the extent permitted by law, we may also disclose Contact Information, the Billing Information, the Geolocational Information, and the Other Information when required by law, court order,

or other government or law enforcement authority or regulatory agency, or whenever we believe that disclosing such information is necessary or advisable, for example, to protect the rights, property, or safety of Empower or others.

We will take reasonable measures to require that any party receiving any of your personal information from us undertakes to: (i) retain and use such information only for the purposes set out in this Privacy Policy; (ii) not disclose your personal information except with your consent, as permitted by law, or as permitted by this Privacy Policy; and (iii) generally protect the privacy of your personal information.

4. HOW WE PROTECT YOUR INFORMATION

We take commercially reasonable steps to protect the Contact Information, the Billing Information, the Geolocation Information, and the Other Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the Internet. In particular, e-mail sent to or from the Platform may not be secure, and you should therefore take special care in deciding what information you send to us via e-mail.

5. CHILDREN'S INFORMATION

We do not knowingly collect personal information from children under the age of 13 through the Services. If you are under 13, please do not give us any personal information. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children to never provide us personal information without their permission. If you have reason to believe that a child under the age of 13 has provided personal information to us, please contact us, and we will endeavor to delete that information from our databases.

6. EXTERNAL WEBSITES AND PAYMENT SERVICE PROVIDERS

The Services may contain links to third-party websites. Empower has no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-party privacy policy and terms of use when visiting any other websites.

Please be advised that your use of Google Pay or Apple Pay is subject to the terms and conditions, including the privacy policies, of Google and Apple, respectively. By using these services, you accept the Google Pay API Terms of Service and the Apple Payments Terms and Conditions found here:

- <https://payments.developers.google.com/terms/sellertos>
- <https://www.apple.com/legal/applepayments/direct-payments/>

7. ACCESSING AND MODIFYING INFORMATION AND COMMUNICATION PREFERENCES

If you have registered for the Services, you may access, review, delete and make changes to your Contact Information, Billing Information, and certain Other Information by following the instructions found on our marketplace website, our ordering widget on a restaurant's website, a restaurant app, or the Empower Apps, as applicable. In addition, you may manage your receipt of marketing and non-transactional communications by clicking on the "unsubscribe" link located on the bottom of any Empower marketing email. If you are part of our text messaging program, you can opt out of receiving marketing and non-transactional messages by texting "STOP" in response. Registered Users (i.e., individuals who register to use the Services) cannot opt out of receiving transactional e-mails related to their account. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our subscription databases. In such case, we will provide you the reason why the modification or removal was not possible.

8. DO NOT TRACK

As discussed above, third parties such as advertising networks and analytics providers may collect information about your online activities over time and across different websites when you access or use the Services. Currently, various browsers offer a “Do Not Track” option, but there is no standard for commercial websites. At this time, we do not monitor, recognize, or honor any opt-out or do not track mechanisms, including general web browser “Do Not Track” settings and/or signals.

9. NOTICE TO CALIFORNIA RESIDENTS

If you are a resident of California, you have additional rights under the California Consumer Privacy Act (the “CCPA”). For more information about your rights under the CCPA, please visit our [CCPA Privacy Notice to California Residents](#).

10. NOTICE TO NEVADA RESIDENTS

If you are a resident of Nevada, you have the right to opt-out of the sale of personal information to third parties. You can exercise this right by contacting us at info@Empower.com with the subject line “Nevada Do Not Sell Request” and providing us with your name and the email address associated with your account.

11. IMPORTANT NOTICE TO NON-U.S. RESIDENTS

The Services are operated in the United States. If you are located outside of the United States, please be aware that any information you provide to us will be transferred to the United States where the privacy laws may not be as protective as those in your country of origin. If you are located outside the United States and choose to use the Services, you consent to any transfer and processing of your personal information in accordance with this Privacy Notice, and you do so at your own risk.

12. UPDATES TO THIS PRIVACY POLICY

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may update this Privacy Policy from time to time and without prior notice to you to reflect changes in our privacy practices. We will indicate at the top of this Privacy Policy when it was most recently updated, and we encourage you to revisit this page periodically to stay aware of any changes. By accessing the Services after we notify you of changes to this Privacy Policy, you are deemed to have accepted such changes.

13. HOW TO CONTACT US

If you have any questions or comments about this Privacy Policy, our privacy practices, or if you would like to exercise your rights and choices, please email us at info@empower.delivery.

Notice to California Residents

Last Update: December 1, 2022

This Notice to California Residents (“CCPA Notice”), provided CTOS Software, Inc. d/b/a Empower Delivery (“Empower,” “we,” “us,” or “our”) pursuant to the California Consumer Privacy Act (“CCPA”), supplements our Privacy Policy (<https://www.empower.delivery/privacy>) and applies to natural persons who reside in the State of California (“consumers” or “you”) that use our Direct ordering Platform, Discover marketplace Platform and our other Services, that apply for a job with us or that otherwise engage or interact with us. Any terms used herein but not defined shall have the meaning assigned in our Privacy Policy, or the CCPA, as applicable.

In the event of any conflict or inconsistency between this CCPA Notice and our Privacy Policy, this CCPA Notice shall control only with respect to the Personal Information (as defined in CCPA) of consumers, their households or devices. If you are located outside of the State of California this CCPA Notice does not apply to you and you should refer to our Privacy Policy.

Information We Collect

Categories of Personal Information. Empower may collect and/or receive the Categories of Personal Information identified below (with examples) from or about consumers, their households or devices. Personal Information does not include (i) publicly available information from government records; (ii) deidentified or aggregated Personal Information; or (iii) information excluded from the CCPA including information regulated by certain sector-specific data protection laws including the Health Insurance Portability and Accountability Act of 1996, the California Confidentiality of Medical Information Act, the Gramm-Leach-Bliley Act of 1999, and the California Financial Information Privacy Act.

- **Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, IP address, email address, account name, Social Security number, driver’s license number or state identification number, passport number, or other similar identifiers.
- **Categories of Personal Information Listed in Cal. Civ. Code § 1798.80(e).** A name, signature, Social Security number, physical characteristics or description, address, telephone number, driver’s license education, employment, employment history, bank account number, credit or debit card number or any other financial information. Some Personal Information included in this category may overlap with other categories.
- **Internet or other similar network activity.** Browsing history, information on a consumer’s interaction with a website, application, or advertisement.
- **Biometric information.** Identifying information, such as fingerprints and voice.
- **Protected classification characteristics under California or federal law.** Age (40 years or older), race, religion, sexual orientation, sex (including gender, gender identity, gender expression).
- **Commercial Information.** Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- **Professional or employment-related information.** Current or past job history or performance evaluations
- **Non-public education information.** Education records directly related to a student maintained by an educational institution or party acting on its behalf.
- **Inferences.** Inferences drawn from any of the information identified above to create a profile about a consumer reflecting the consumer’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.
- **Geolocation data.**

- **Audio or similar information.**

Categories of Sources. We collect the Categories of Personal Information listed above from the following Categories of Sources: (i) directly from consumers (e.g., forms, surveys, responses, or other direct interactions from or with consumers), (ii) indirectly from consumers (e.g., consumer activity online, interactions with our website and other sites), (iii) data resellers/brokers, (iv) advertising networks, (v) social media networks, (vi) restaurants that subscribe to our Services (collectively, “**Restaurant Clients**”), (vii) delivery partners who have a direct relationship with us, (viii) delivery partners who have a direct relationship with our Restaurant Clients (collectively, “**Restaurant Delivery Partners**”), (ix) point-of-sale partners (collectively, “**POS Partners**”), [(x) *middleware partners (“Middleware Partners”)] and (xi) other third party food and beverage industry partners (collectively, “F&B Partners”).*

Use of Personal Information

We may use or disclose the Personal Information we collect for one or more of the commercial or business purposes set forth in the HOW WE USE AND SHARE INFORMATION section of our Privacy Policy.

Categories of Third-Party Recipients

We may share your Personal Information with the following Categories of Third-Party Recipients for Business Purposes:

- Service Providers, which include IT and cloud hosting companies, payment providers, transactions reporting providers, customer relationship management, delivery partners, email marketing providers, analytics providers, and providers of administrative services
- Restaurant Clients
- Restaurant Delivery Partners
- F&B Partners
- POS Partners
- Middleware Partners
- Individuals who use our Services (collectively, “End-Users”)
- Data resellers/brokers.
- Advertising networks.
- Social media networks

Disclosures and Sales of Personal Information for a Business Purpose

We may disclose or sell the Categories of Personal Information for a Business Purpose to the Categories of Third Parties set forth in Table I

Identifiers	Service Providers; Restaurant Clients; Restaurant Delivery Partners; POS Partners; [<i>Middleware Partners</i>]; F&B Partners; data resellers and	POS Partners; [<i>Middleware Partners</i>]; F&B Partners; data resellers and brokers; advertising networks; social media networks

	brokers; advertising networks; social media networks; End-Users	
Categories of Personal Information Listed in Cal. Civ. Code § 1798.80(e)	Service Providers; Restaurant Clients; Restaurant Delivery Partners; POS Partners; <i>[Middleware Partners]</i> ; F&B Partners; data resellers and brokers; advertising networks; social media networks; End-Users	POS Partners; <i>[Middleware Partners]</i> ; F&B Partners; data resellers and brokers; advertising networks; social media networks
Protected classification characteristics under California or federal law	Service Providers	N/A
Commercial Information	Service Providers; Restaurant Clients; Restaurant Delivery Partners; POS Partners; <i>[Middleware Partners]</i> ; F&B Partners	POS Partners; <i>[Middleware Partners]</i> ; F&B Partners; data resellers and brokers
Internet or other similar network activity	Service Providers; Restaurant Clients; POS Partners; <i>[Middleware Partners]</i> ; F&B Partners; data resellers and brokers; advertising networks; social media networks	POS Partners; <i>[Middleware Partners]</i> ; F&B Partners; data resellers and brokers; advertising networks; social media networks
Geolocation data	Service Providers; Restaurant Clients; Restaurant Delivery Partners; POS Partners; <i>[Middleware Partners]</i> ; F&B Partners; data resellers and brokers; advertising networks; social media networks	POS Partners; <i>[Middleware Partners]</i> ; F&B Partners; data resellers and brokers; advertising networks; social media networks
Visual or similar information	Service Providers; End-Users	N/A
Professional or employment-related information	Service Providers	N/A
	Service Providers	N/A
Inferences	Service Providers; Restaurant Clients	N/A

Your Rights and Choices

The CCPA provides consumers with specific rights regarding their Personal Information. This section describes such rights and explains how to exercise them.

Right to Know About Personal Information. You have the right to request that we disclose certain information to you about our collection, disclosure, sale and use of your Personal Information. Once we receive and verify your request, we will disclose to you the following (to the extent applicable to your request):

- Specific pieces of Personal Information we collected about you in the preceding twelve (12) months (also known as a data portability request)
- Categories of Personal Information that we disclosed or sold for a Business Purpose and the Categories of Third-Party Recipients to whom the Personal Information was disclosed or sold
- Categories of Personal Information we collected about you in the preceding twelve (12) months
- Categories of Sources from which the Personal Information was collected
- Our Business Purpose for collecting or selling that Personal Information

Right to Request Deletion. You have the right to request that we delete any of Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies.

Exercising Rights to Know or Request Deletion. To exercise the rights to know or request deletion described above, please submit a verifiable consumer request to us by submitting your request by email to privacy@empower.delivery.

You may only make a verifiable consumer request under the right to know twice within a 12-month period. The verifiable consumer request must: (i) provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative; and (ii) describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it. We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information related to you. Making a verifiable consumer request does not require you to create an account with us.

Verification Process. To submit a verifiable consumer request, the consumer may be required to provide up to three data points, which may include additional Personal Information, to enable us to verify the consumer's identity with the degree of certainty required by the CCPA. We will use Personal Information provided in a verifiable consumer request solely for the purpose of verifying the requestor's identity or authority to make the request. We or a third party on our behalf may follow up with you to determine whether a request is a verifiable consumer request under applicable law. If we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you, we will deny the consumer request in whole or in part and will not to disclose the information requested or, as applicable, will not delete the information requested. We will respond to any such consumer request with a denial and will also explain why it has no reasonable method by which it can verify the identity of the requestor.

Response Timing and Format. We will confirm receipt of a verifiable consumer request within ten (10) business days of its receipt. We will endeavor to respond to a verifiable consumer request within forty-five (45) calendar days of its receipt. If we require more time, we will notify you of the extension and provide an explanation of the reason for the extension in writing, and we will provide you with a response no later than ninety (90) calendar days of receipt of the request. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. If you do not have an account with us, and you do not indicate a preference for delivery, we will use our discretion in choosing the method of delivery of the information. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your

Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We may charge a reasonable fee to process or respond to your verifiable consumer requests if they are excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will inform you of the reasons for this decision and provide you with a cost estimate before completing your request.

Right to Opt-Out of the Sale of Personal Information.

If you are 16 years of age or older, you have the right, at any time, to direct us to not sell your Personal Information (the “right to opt-out”). We do not knowingly sell the Personal Information of children under the age of 16, unless we receive affirmative authorization (the “right to opt-in”) from either (i) the consumer who is between 13 and 16 years of age, or (ii) the parent or guardian of a consumer less than 13 years of age. Consumers who opt-in to Personal Information sales may opt-out of future sales at any time. To exercise the right to opt-out, you (or your authorized representative) may submit your request by email to privacy@empower.delivery

Once you make an opt-out request, we will not ask you to reauthorize Personal Information sales for at least twelve (12) months. However, you may change your mind and opt back into Personal Information sales at any time by contacting us at privacy@empower.delivery.

You do not need to create an account with us to exercise your opt-out rights. We will only use Personal Information provided in an opt-out request to review and comply with the request.

Right to Non-Discrimination. We will not discriminate against you for exercising any of your CCPA rights. We will not (i) deny you products or services, (ii) charge you different prices or rates for products or services, including through granting discounts or other benefits, or imposing penalties (except for financial incentives permitted by the CCPA, see below), (iii) provide you a different level or quality of products or services, and (iv) suggest that you may receive a different price or rate for products or services or a different level or quality of products or services.

Notice on Financial Incentives

We may offer you certain financial incentives permitted under the CCPA for the collection, sale or deletion of your Personal Information that may result in different prices, rates, or quality levels, provided that: (i) the financial incentive is reasonably related to the value of your Personal Information and (ii) we provide you written terms that describe the program’s material aspects. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time. Details about specific financial incentives such as materials terms, the Categories of Personal Information implicated, how you may opt-in to the incentive program, how you may exercise the right to withdraw, and a good faith estimate of the value of the data shall be disclosed to you at or before you opt-in to such financial incentives and provide Personal Information.

Right to Designate an Authorized Agent

If you submit a request to know or delete your Personal Information through the use of an authorized agent, we may require that you (i) provide the authorized agent written permission to act on your behalf, and (ii) verify their identity directly with us. We may deny a request from an authorized agent that does not submit proof of authorization.

Changes to Our CCPA Notice

This CCPA Notice is effective as of the date of the Last Update stated at the top of this CCPA Notice. We may change this CCPA Notice from time to time with or without notice to you. By visiting or accessing the Website or the Services, purchasing products or services from us, or otherwise engaging or interacting with us after we make any such changes to this CCPA Notice, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, and without prejudice to the foregoing, our use of your Personal Information is governed by the CCPA Notice in current effect. Please refer back to this CCPA Notice on a regular basis.

Other California Privacy Rights

Pursuant to California’s “Shine the Light” law (Civil Code Section § 1798.83), California residents have the right to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes, including the names and addresses of those third parties, and examples of the types of services or products marketed by those third parties.

To make such a request, please send an email to info@empower.delivery.

Contact Information

If you have any questions or comments about this notice, the ways in which we collect and use your information described below and in the CCPA Notice, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

E-mail: info@empower.delivery
Postal address: 129 E. Market Street
Suite 700
Indianapolis, IN 46204