



Privacy Policy and Terms of Use

PRIVACY POLICY

Welcome to the website of Hero Certified Burgers a division of Angus Inc. ("Hero").

Hero recognizes your right to privacy and is strongly committed to protecting the privacy of all guests in our restaurants, as well as visitors to this website and other online forums through which you communicate with us. The intent of this Privacy Policy is to detail our policies and procedures regarding the collection, use and disclosure by Hero of Personal Information you choose to share with us.

Your Consent

By using our website, you consent to the collection, use and disclosure of your Personal Information by Hero in accordance with the terms of our Privacy Policy. If we change our Privacy Policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Any changes to our Privacy Policy will be effective immediately following the posting of such changes to this website. You agree to review our Privacy Policy from time to time and agree that any use by you of this website after changes to our Privacy Policy shall constitute your acceptance of all such changes. This Privacy Policy was last modified in July, 2018. Please also see our website's [Terms of Use](#) (below) for other terms and conditions governing your use of our website and our products and services.

Definitions

"Cookies" means small files sent to your browser from a web server and stored in your computer.
"Information of a Non-Personal Nature" means any non-confidential, non-proprietary information derived from your connection to this website, such as your Internet browser, domain name and referrer link.

"Personal Information" means personally-identifiable information including, without limitation, your name, street address, telephone number and personal e-mail address.

Information of a Non-Personal Nature

As a general policy, with the exception of IP addresses, no Personal Information is automatically collected from visitors to the Hero website. Hero may gather and analyse IP addresses and certain Information of a Non-Personal Nature regarding website usage by visitors to the Hero website. Such data is used in an aggregate form to assist Hero in determining general usage patterns and to administer, diagnose problems with, and fine tune the layout of the Hero website. We may share non-personal, summary, or aggregate customer data with partners and other third parties at our discretion.

Cookies

Hero may use Cookies to store and sometimes track information about your use of our website. In addition to improving the general layout of the website, Cookies allow us to customize our website to each visitor's individual preferences. Although most web browsers automatically accept Cookies, you can usually change your browser to prevent you from receiving Cookies or to notify you whenever you are sent a Cookie so that you may decide whether or not to accept it. If you decide not to accept a Cookie, you can still enjoy all of the features of our website.

Collection, Use and Disclosure of Personal Information

In certain portions of the Hero website, certain Personal Information may be voluntarily and knowingly provided to us by visitors to the Hero website. When entering a contest or requesting franchise



information, for example, we will ask you for your name, e-mail address, mailing address, telephone number, as well as certain other information.

Hero shall only collect Personal Information of visitors to the Hero website with prior notification and shall use all commercially reasonable efforts to protect your Personal Information. If you do not want us to have access to your Personal Information, please do not provide it while using this site. When you do provide Personal Information, you are authorizing us to use it in accordance with the terms of the Privacy Policy and any other applicable terms, including your right to limit our use of the Personal Information (see "[Who to Contact](#)" below).

Hero may use Personal Information for editorial, feedback or other fully disclosed purposes, such as to enter you into a contest or respond by e-mail to an inquiry that you posed on-line, to the extent such use by Hero is explained to visitors when the information is voluntarily and knowingly provided to Hero. We may also match your Personal Information that you provide to us on this website to information contained in our database. Your Personal Information may also be used by Hero, or any other division of Angus Inc., to contact you regarding other products or services which may be of interest to you (including those that we may offer jointly with other companies).

We will not give, sell, rent, or loan any of your Personal Information to any third party (with the exception of third parties performing functions on our behalf who have an obligation to keep your information completely confidential or a third party who buys our business) unless you have authorized us to do so.

Hero reserves the right to access and/or disclose Personal Information where required to comply with applicable laws or lawful government requests or, in Hero's reasonable opinion, to operate the Hero website properly and securely, or to protect Hero or visitors to this website. Hero, acting reasonably, shall attempt to obtain the prior consent of the individual to whom such Personal Information relates prior to disclosure to third parties. Your Personal Information may be stored on servers hosted in the United States or otherwise outside of Canada.

A Note to Parents

Hero is very sensitive to privacy issues and is committed to protecting the on-line privacy of children and making the Internet safe for our users. As a result, no Personal Information should be submitted to or posted on this site by children under the age of 13 without their parent's or guardian's permission. In addition, if a user younger than 13 wishes to send us Personal Information, he or she must first give us his or her parent's or guardian's e-mail address so that we can obtain their permission, or have the child's parent or guardian consent on his or her behalf. No Personal Information will knowingly be accepted from a child under 13 before this permission is obtained. Be assured that Hero will not condition a child's participation in any website activity on the child's disclosure of more Personal Information than is reasonably necessary to participate in that activity.

If your child has already provided us with Personal Information, you may ask to see this information for the purpose of correcting it, or ask us to delete this information from our records entirely (see "[Who to Contact](#)" below.)

Who to Contact

We welcome your feedback. If you have questions, comments or concerns about our Privacy Policy, or would like to do any of the following:

- See Personal Information that you have already sent us so that you can correct, update or delete your Personal Information from our files
- Once your minor child has sent us Personal Information, see that Personal Information so that you can correct, update or delete it
- Ask that we not send you mailings or otherwise contact you
- Report any violation of this Privacy Policy



please contact our Hero Privacy Officer by email at silvana@heroburgers.com or by regular mail at:

Suite 201, 78 Signet Drive
Toronto, Ontario M9L 1T2
416-740-2304 x225

TERMS OF USE

Your use of our website and all content and services available thereon are offered to you on your acceptance of these Terms of Use, our [Privacy Policy \(above\)](#) and other notices posted on this website. Your use of this website, or of any content or services presented in any area of this website, indicates your acknowledgment and agreement to these Terms of Use, our Privacy Policy and other notices posted on this website. We suggest you print a copy of each of these documents for your records. We shall have the right, at our sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. Any changes to these Terms of Use shall be effective and binding on you immediately following the posting of such changes on our, website. You agree to review these Terms of Use from time to time. These Terms of Use were last modified in July, 2018.

Disclaimer

Use of our website is provided to you solely for your own personal use and not for purposes of resale, distribution, public display or performance or other similar uses by you. Unless otherwise indicated on our website, you may display, download, reformat and print a single copy of any information on our website for such personal use. Access to and the right to use our website may be subject to local laws and regulations. You agree to comply with all applicable laws and regulations relevant to your use of our website.

We have made commercial best efforts to obtain the most accurate and timely information available, including information concerning pricing and promotions, all of which is complex and subject to change. Accordingly, we do not guarantee the accuracy, reliability or completeness of any of the information contained on, downloaded or accessed from this website.

The performance of our website and all content or services accessed from or available thereon are provided to you on an "as is" basis, without representations, warranties or conditions of any kind (to the fullest extent permissible under applicable law), including any implied warranties or conditions, or warranties or conditions of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. We make no representation or warranty to you, whether expressed or implied, that our website and any content or services accessed from or available thereon will be uninterrupted, error free or corrected in the event of discovery of any errors, free of viruses or other harmful components, nor for any breach of security or any damage to your computer system or loss of data that may result from accessing, downloading, or using any materials from our website.

We reserve the right, at our sole discretion, to modify, disable access to or discontinue, temporarily or permanently, any part or all of our website or any content contained thereon, without liability or notice to you.

As a visitor to our website, you acknowledge and agree that any reliance by you on any information available on this website shall be at your own risk. In no event shall we be liable for any direct, indirect, consequential, special or exemplary damages arising from the use or the performance of this website, even if we have been advised of the possibility of such damages.

Confidentiality and Transmissions over the Internet

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not secure, and is subject to possible loss, interception or alteration while in transit. Accordingly, we do not assume any liability for any damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly



accessible networks, including the exchange of e-mail with us (including those which may contain your personal information). While we shall take commercially reasonable efforts to safeguard the privacy of any personal information you provide us and treat such information in accordance with our Privacy Policy, in no event will the information you provide to us be deemed to be confidential, create any fiduciary obligations to you on our part, or result in any liability to you on our part in the event that such information is inadvertently released by us or accessed by third parties without our consent.

Indemnification by User

You agree to indemnify, defend and hold us and our affiliates, business partners, officers, directors, employees and agents harmless from any loss, liability, claim, demand, damage, or expense (including reasonable legal fees) asserted by any third party relating in any way to your use of this website or breach of these Terms of Use. We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

Third Party Websites, Content and Products and Services

Links or pointers to other websites and references to products and services offered by third parties are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites, the content on such websites, or of such third party products and services. As we have no control or responsibility over websites or content maintained by other organizations, or for products and services offered by third parties, we do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

Proprietary Rights

The website contains trademarks and related proprietary property of Hero and its brands which shall remain the exclusive property of Hero, and any unauthorized use of these marks is unlawful. Other trade-marks on this website are the property of their respective owners. All content on this website is the copyrighted property of Hero (or, in certain cases, other users of this website or third party content providers) and is protected by international copyright law. Information on this website may be used by you only for your personal use as provided for in these Terms of Use, but may not be taken out of context or presented in a misleading or discriminatory manner. Any rights not expressly granted to you are reserved by us.

General

If any provision of these Terms of Use is held invalid or unenforceable in any respect by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use.

These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws provisions thereto. The parties consent to the jurisdiction of the courts of, and venue and situs in, Toronto, Ontario.

It is the express wish of the parties that these Terms of Use, the Privacy Policy and other notices on this website have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents légaux qui s'y rattachent soient rédigés en anglais.

With the exception of a breach by you of intellectual property rights, in the event of any dispute, the parties shall, at the shared expense of both parties, use their best efforts to mediate the dispute by an independent mediator appointed by Hero, with such mediation to be held in the City of Toronto, in the



Province of Ontario. In the event that the aforementioned mediation is unsuccessful, the parties agree that the dispute shall be resolved by a single arbitrator pursuant to the Arbitrations Act (Ontario), with the arbitration to be held in the City of Toronto and the law applicable thereto shall be the law of the Province of Ontario. The arbitrator appointed pursuant to the Arbitrations Act (Ontario) shall be entitled to award costs of the hearing in addition to the resolution of the claim, and the decision of any such arbitrator shall be final and binding and not subject to appeal.

These Terms of Use are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole discretion. We may assign this Agreement to any affiliate or successor company without notice thereof to you.

Contact

If you have any questions, comments or concerns about our website or these Terms of Use, please contact our Web Administrator by email at silvana@heroburgers.com or by regular mail at:

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Toronto, Ontario M9L 1T2
416-740-2304 x225