HOTSPOT LLC

Privacy Policy

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This Privacy Policy explains how Hotspot LLC ("Hotspot," "we," "us") collects, uses, shares and keeps personal information when we provide our meal purchasing and coordination services, operate our website and platform, and communicate with you. It applies to our clients and their contacts, to the people our clients order meals for and their parents or guardians, to restaurants we work with, and to visitors to our website. Delivery providers in Hotspot's contractor network are covered by the Delivery Provider Privacy Notice linked from their agreement. Our Client Terms of Service at hotspotevents.com/terms govern the business relationship with our clients; this Policy governs personal information.

1. Who we are and the roles we play

Hotspot is a purchasing and coordination agent. Organizations such as universities, athletic programs, companies, camps and production crews, and sometimes individuals, ask us to arrange meals for their groups. We order from independent restaurants on the client's behalf and coordinate delivery, pickup or on-site service.

For most information in this Policy, Hotspot decides how and why it is used, and we are responsible for it under this Policy. Where a client gives us information about its group members so we can fill the client's order, we use that information only for the client's order and under the client's direction; the client is responsible for having the right to share it, and the client's own privacy practices also apply to it.

2. Information we collect, and where it comes from

From our clients and their contacts. Names, titles, organization, email addresses, phone numbers and mailing addresses of the people who order, approve, pay for or receive meals; account and billing details; delivery locations and access instructions; order history; communications with us; and your marketing preferences.

From clients about their group members. Names of the people a meal is for, where meals must be matched to people; dietary and allergy instructions; for group members under 18, a first name and at most a last initial or a number the client assigns, together with a parent's or guardian's contact details where the client uses order invitations. We do not ask for anything else about a minor.

From group members and parents through order invitations. Where a client uses our order invitations, the people on the client's list, or the parent or guardian of a group member under 18, receive an email or text and can submit a meal selection and any dietary instruction directly to us. We collect what is submitted and the contact details the client gave us.

From restaurants and delivery providers. Order confirmations, pricing, receipts, delivery status, drop-off photographs confirming delivery, and the names of drivers or staff handling an order.

From payments. Payment is processed by a PCI-compliant payment processor. We receive confirmation of payment, the payment method type and the last four digits of a card; we do not store full card numbers.

From calls and messages. The content of emails, text messages and web or platform submissions you send us, and recordings and transcripts of calls with us (Section 6).

Automatically, from our website and platform. Device and browser type, IP address, pages viewed and the date and time of visits, collected through server logs and the essential cookies described in Section 10.

We do not collect Social Security numbers, government identification numbers, precise location data or biometric identifiers from clients, group members or parents.

3. Rosters and other information supplied by organizations

Clients give us lists of people to feed. We use those lists only to fill the client's orders, to send order invitations the client directs, and to keep the records described in Section 11. We do not use roster information for marketing, do not share it with anyone other than the restaurant filling the order and the service providers in Section 9, and delete it on the client's request or 12 months after the client's last order. Names that have become part of an order record stay with that record under Section 11; it is the list itself that is deleted. The client is responsible for having each listed person's consent to be contacted at the address or number it gives us and, for anyone under 18, for listing a parent or guardian and holding the consent described in Section 5.

4. Dietary and allergy information

Dietary and allergy instructions may reveal information about a person's health. We treat them as sensitive information. We collect them only from the client, which confirms it has the person's consent, or from the group member or parent, who consents by submitting them through an order invitation; we use them only to place the order and to keep the records described in Section 11; and we provide them only to the restaurant preparing the meal and to the service providers in Section 9. We do not separately provide them to delivery providers, although a restaurant's labels travel with the order. We do not use dietary information for any other purpose, do not sell it, and do not use it to make automated decisions about anyone.

5. Children and minors

Our services are for organizations and adults. We do not knowingly collect personal information online from a child under 13, and our website, platform, forms and order invitations are not directed to children. Where a client identifies a group member as under 18, we send any order invitation to the parent or guardian the client lists, not to the minor, and we hold about the minor only a first name, at most a last initial or an assigned number, and the dietary instruction. If we learn that we have collected personal information online directly

from a child under 13, we delete it. A parent or guardian may contact us at the address in Section 16 to review, correct or delete information about their child that a client has given us, and we will respond as Section 13 describes, which may mean referring the request to the client that supplied the information.

6. Calls, recordings and automated tools

We coordinate largely by phone, text and email. Calls with Hotspot, inbound and outbound, may be recorded and transcribed, including by automated speech-to-text tools, so that we have an accurate record of orders, dietary instructions and what restaurants tell us. We give notice at the start of a recorded call, and continuing the call after notice is consent to the recording where the law requires it. Our transcription tools convert speech to text; we do not use them to identify people by their voice, and we do not create voiceprints.

We use automated tools, including AI tools, to read order requests, draft order records and recaps, transcribe calls, and flag calls and messages that contain dietary instructions so they are relayed and recorded. A person at Hotspot remains responsible for every order. Our tool providers process information only to provide the tool to us and are contractually barred from using it to train their models or for any purpose of their own.

7. Text messages and email

We send operational texts and emails about orders: confirmations, recaps, delivery updates, order invitations and billing. By giving us a mobile number, or by a client giving us yours for an order invitation, you consent to receive those messages at that number. Message and data rates may apply. Reply STOP to any text to opt out, or tell us by any reasonable means, and we will honor it across channels; opting out may limit our ability to coordinate your meals. Reply HELP for help. We do not send marketing texts to numbers supplied on a client's roster, and mobile opt-in information and consent are not shared with any third party for marketing.

We may send clients and their contacts occasional emails about our services. Every such email has an unsubscribe link.

8. How we use information

We use personal information to: take and place orders and coordinate delivery, pickup and reservations; relay dietary instructions to restaurants; send order invitations a client directs; invoice and collect payment; communicate about orders and accounts; resolve problems and process credits; keep the records described in Section 11, including records needed to show what was ordered and relayed; operate, secure and improve our website, platform and tools; comply with law, respond to lawful requests, and establish or defend legal claims; and, for clients and their contacts only, tell them about our services.

We do not sell personal information. We do not share it for targeted advertising. We do not use it for profiling that produces legal or similarly significant effects.

9. How we share information

We share personal information only as follows:

- **Restaurants and food providers** preparing an order: the order details, delivery location and contact, names where meals are matched to people, and dietary instructions.
- **Delivery providers** (restaurant drivers, courier companies, independent contractor drivers): the delivery location, access instructions, and the name and phone number of the person receiving the order. Not dietary information, other than what appears on the restaurant's own labels.
- **Service providers** that work for us under contracts limiting their use of information: payment processing; telephony, texting and call recording; transcription and other automated tools; email and document hosting; website and platform hosting and databases; forms; customer relationship and invoicing systems; and professional advisers such as accountants and lawyers.
- **Within a client's organization**: we may share order and billing information with the client's other authorized contacts and billing contact.
- **Legal and safety**: when required by law, subpoena or court order; to protect the rights, property or safety of Hotspot, our clients, group members or others; and in connection with an incident, including sharing a delivery provider's identity and insurance information with an affected person or insurer.
- **Business transfers**: with a successor to our business, who will be bound by this Policy.

We do not share personal information with data brokers or advertisers.

10. Cookies and website data

Our website uses cookies and similar technologies for two purposes. Necessary cookies, such as session and security cookies, operate the site, and server logs are kept for security and troubleshooting. Analytics cookies, through Google Analytics, tell us how visitors use the site (pages viewed, time on page, approximate location by city, device and browser type, and how visitors arrived) so we can improve it. Google processes this data for us under its terms; we have turned off advertising features and do not use analytics data for targeted advertising, and Google Analytics does not receive names, order details or dietary information. You can prevent Google Analytics from collecting your data by installing Google's opt-out browser add-on or by blocking cookies in your browser; the site works without analytics cookies. We do not use advertising cookies or tracking pixels, and we do not sell personal information or share it for targeted advertising, so there is nothing further to opt out of; we honor browser-based universal opt-out signals such as Global Privacy Control. Our website does not respond differently to browser Do Not Track signals because it does not track visitors across other sites. If we add other analytics or tracking tools, we will update this Section first.

11. How long we keep information

- **Order records** (what was ordered, for whom, dietary instructions relayed, delivery confirmations including drop-off photographs, invoices and payments): 7 years after the order, for tax, accounting and legal purposes.
- **Call recordings**: 12 months, except that recordings and transcripts of calls that include a dietary instruction, an incident or a disputed order are kept with the order record.

- **Call transcripts and message records**: 3 years. Messages and transcripts that form part of an order record are kept with that record.
- **Rosters, guest lists and other lists a client supplies**: until the client deletes them or 12 months after the client's last order.
- **Order invitation responses**: with the order record.
- **Client account and contact information**: for the life of the client relationship and 7 years after the last order.
- **Payment information**: held by our payment processor under its retention rules; we keep confirmation records with the order.
- **Marketing contacts**: until you unsubscribe.

We may keep information longer where the law requires it, where it is needed for a pending claim, or where a claim could still be brought, including by a minor after reaching 18, and we delete or de-identify it when the period ends.

12. Security

We protect personal information with access controls, encryption in transit and at rest where our systems support it, and contractual obligations on our service providers. No system is completely secure, and we cannot guarantee security, but we will notify affected people and authorities of a breach as the law requires.

13. Your privacy rights and how to use them

Depending on where you live, you may have the right to confirm whether we process your personal information and access it, correct inaccuracies, delete it, obtain a copy of it in a portable form, and opt out of targeted advertising, sale or profiling (which we do not do). We extend these rights to every resident of the United States, whether or not their state's law requires it. A parent or guardian may exercise these rights for their child, and an authorized agent may act for you with your signed permission.

To make a request, email orders@hotspotevents.com (or privacy@hotspotevents.com) with "Privacy request" in the subject line, or write to the address in Section 16. We will verify your identity using information we already hold, such as the email address or phone number on file, and may ask for more if needed. We respond within 45 days and may extend once by a further 45 days where reasonably necessary, in which case we will tell you. We will not discriminate against you for exercising a right.

If we decline a request, we will tell you why. You may appeal within 60 days by replying to our decision with "Privacy appeal" in the subject line; we will respond to the appeal within 45 days. If you are a Texas resident and are not satisfied with the outcome, you may submit a complaint to the Texas Attorney General at texasattorneygeneral.gov. Residents of other states may contact their state attorney general.

Where information about you was given to us by a client (for example, your name on a roster), we may refer your request to the client or handle it with the client, since the client controls that information.

14. Residents of California

This Section applies if and when the California Consumer Privacy Act applies to Hotspot. It does not apply today, because Hotspot does not meet the Act's thresholds; we include it so the protections are in place the day it does. California residents would then have the rights in Section 13, including the right to know the categories of personal information we collect, the sources, the purposes, and the categories of third parties we share it with (all described in Sections 2, 8 and 9); the right to delete; the right to correct; the right to limit the use of sensitive personal information (we already limit it as Section 4 describes); and the right to opt out of sale or sharing (we do neither). We do not sell or share personal information as the Act defines those terms and have not done so in the preceding 12 months. We do not knowingly sell or share the personal information of anyone under 16.

14A. Consumer health data (Washington and Nevada residents)

This Section is Hotspot's Consumer Health Data Privacy Policy for residents of Washington and Nevada, and it applies to the dietary and allergy instructions described in Section 4, which may be consumer health data under those states' laws. We collect them from the client, or from the group member or parent through an order invitation, including when the client gives them to us by phone. We collect and use them only to place the order with the restaurant preparing the meal and to keep the records described in Section 11. We provide them only to that restaurant and to the service providers in Section 9 that help us communicate and keep records, and we do not sell them or share them for advertising. You may withdraw your consent, and may exercise each of the rights in Section 13, by contacting us as that Section describes; withdrawing consent may mean we cannot accommodate the instruction for future orders. We share consumer health data only with the restaurant preparing the meal and with these categories of service providers acting for us: telephony, texting and call recording; transcription and other automated tools; email and document hosting; website and platform hosting and databases; forms; and customer relationship and invoicing systems. We have no affiliates.

15. Changes to this Policy

We may update this Policy by posting a new version at hotspotevents.com/privacy with a new version number and effective date. If a change materially reduces your rights or expands how we use information already collected, we will notify clients and their contacts by email before it takes effect. Continued use of our services after the effective date is acceptance of the updated Policy.

16. Contact

Hotspot LLC · orders@hotspotevents.com · privacy@hotspotevents.com · (214) 271-4414 · 4206 Buena Vista St, Suite A, Dallas, TX 75205

Hotspot Privacy Policy v1.0. Prior website privacy statements are superseded.