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RESTRICTIONS ON USE

Material on the site is provided "as-is" and without any express or implied warranty. The material from the site may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without the prior written consent of Cape Fear Seafood Company (CFSC). The material in this Site is provided for informational and lawful use only.

Restriction of Liability

CFSC will not be liable for any damages or injury caused by, including, but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. CFSC will not be liable for any damages or injury, including but not limited to, special or consequential damages that result from the use of, or the inability to use, the materials in this Site, even if there is negligence by CFSC, or an authorized CFSC representative has been advised of the possibility of such damages, or both. The above limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages. CFSC' total liability for all losses, damages, and causes of action (in contract, tort [including without limitation, negligence], or otherwise) will not be greater than the amount paid to access this Site.

SUBMISSIONS

All remarks, suggestions, ideas, graphics, or other information communicated to CFSC through this Site (together, the "Submission") will forever be the property of CFSC will not be required to treat any Submission as confidential. CFSC will not be liable for any ideas used in its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future CFSC operations with such Submissions. Without limitation, CFSC will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. CFSC will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not CFSC, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

JURISDICTION

Except as described otherwise, all materials in the CapeFearSeafoodCompany.com Site are made available only to provide information. CFSC controls and operates this Site from its headquarters in Raleigh, NC, United States of America and makes no representation that these materials are appropriate or available for use in other locations. If you use this Site from other locations, you are responsible for compliance with applicable state and local laws. These Terms and Privacy are governed and interpreted under the laws of the State of North Carolina, United States of America. By using this Site you consent to the jurisdiction of the courts located in North Carolina for any action arising from these Terms and Privacy Policy. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises. If any portion of these Terms and Privacy is deemed unlawful, void or unenforceable, then that part shall be deemed sever able and shall be construed in accordance with applicable law. Such a term will not affect the validity and enforce ability of any remaining provisions. The failure of CFSC to act with respect to a breach of these Terms and Privacy by you or others does not constitute a waiver and shall not limit any party's rights with respect to such breach or any subsequent breaches.

DISCLAIMER

While we attempt to keep our website up-to-date at all the time, the material in this site could include technical inaccuracies or typographical errors. CFSC may make changes or improvements at any time. The materials in this site are provided "as is" and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, CFSC disclaims all warranties or merchant ability and fitness for a particular purpose. CFSC does not warrant that the functions contained in the material will be uninterrupted or error-free, that defects will be corrected, that any data or information you submit would be secure or free from unauthorized access or acquisition, or that this site or the server that makes it available are secure, free of viruses or other harmful components. CFSC does not warrant or make any representations regarding the use of or the result of the use of the material in this site in terms of their correctness, accuracy, reliability, security, or otherwise. You (and not CFSC) assume the entire cost of all necessary servicing, repair or correction. The above exclusion may not apply to you, to the extent that applicable law may not allow the exclusion of implied warranties.

LINKING

Any creation by you of hyperlinks to this site is not allowed without the express written consent of CFSC.

This site may be linked to other sites which are not maintained by CFSC is not responsible for the content of those sites. The inclusion of any link to such sites does not imply endorsement by CFSC of the sites. All other trademarks are the property of the respective trademark owners.

TRADEMARKS AND LOGOS

Use of CFSC registered trademarks, designs and/or logos without the express written consent of CFSC is prohibited.

Miscellaneous

These Terms and Privacy will be governed and be interpreted pursuant to the laws of the State of NC, United States of America, notwithstanding any principles of conflicts of law. If any part of these Terms and Privacy is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of this Site for illegal purposes will be provided to the appropriate law enforcement authorities. CFSC can revise these Terms and Privacy at any time by updating this posting. CFSC products and services are available in many parts of the world. However, the CapeFearSeafoodCompany.com Site may describe products and services that are not available worldwide.

Privacy Policy

CFSC is very sensitive to the privacy concerns of our guests. We believe that privacy of personal information is a serious matter and we strive to manage any information we collect from you or you may share with us in a careful and sensible manner. This policy describes:

- How and why we collect your personal information.
- How your information is used and shared.
- How we protect your information.
- How you can control the use of your information.

By visiting any of our Websites, you accept our practices as set forth in this notice. We encourage you to carefully read our policy to understand how we manage this information. Laws and practices governing the handling of this information are constantly changing, as a result we may and do update this policy from time to time so you are urged to periodically read our policy to take note of any changes.

INFORMATION WE COLLECT

The information we collect helps us provide you with the opportunity for a great guest experience at one of our restaurants or on our Website. Generally, no personal information is automatically collected from visitors to our Websites who do not elect to provide the information through one of the activities listed in the next paragraph. However, certain non-personal information, including IP addresses, is recorded by the standard operation of CapeFearSeafoodCompany.com's Internet servers. We may also automatically collect information about your use of our services, including the type of operating system in use (e.g., MacIntosh, Windows), the type of browser you use (e.g., Internet Explorer, Firefox, Safari and Chrome), access times, pages viewed, and the page you visited before navigating to our services. This allows us to continuously improve our website to offer a better customer experience on all the devices. We also may collect personal information you provide directly to us that can be used to uniquely identify or contact you. The types of information we may collect include name, postal address, email address, zip code, phone number, credit card number, birthday (month and day only), legal age, and dining preferences. We collect information when you engage in any one of the following voluntary activities: on-line order submissions, in-restaurant devices, in-restaurant surveys, research surveys, to-go orders, online gift card purchases, guest relations communications, on-line location services or other voluntary activities.

To provide location-based services related to our business, CFSC may collect, use, and share precise location data. This location data is collected anonymously in a form that does not personally identify you and is used by CFSC and our partners and licensees to provide and improve location-based products and services.

Use and Sharing of Information

Our primary goal in collecting any of this information is to provide an enhanced on-line and in-restaurant experience for our guests by understanding preferences, communicating promotions and upcoming events, and providing the best possible guest experience at our restaurants. Other uses of this information include internal review of the number of visitors to our Websites but only in an aggregate and non-personally-identifiable form.

COOKIES

A cookie is a piece of data stored on your browser containing information about you. Usage of a cookie is in no way linked to any personally identifiable information. There are two types of cookies in use on our Websites. One type of cookie is often referred to as a session cookie, which is used to enhance your experience and enable certain features on our Websites. Once you close your browser, a session cookie simply terminates. For instance, by using a session cookie on our Websites, you would not have to enter a password more than once, thereby saving time while on our Websites. If you reject the session cookie, you may still use our Websites. The only drawback to this is that you will be limited in some areas of our Websites.

The other type of cookie used on our Websites enable us and our partners and advertisers to track and target the interests of our users

and to provide ads about goods and services of interest to them. These cookies will not terminate when you close your browser, but may stay on your browser for a predefined period of time and will expire when you clear your cookies within the browser. These types of cookies may also be used by third parties serving ads across the internet, as described in the next paragraph.

THIRD PARTY ADS

CFSC uses third parties to serve ads across the Internet. These third parties may also collect anonymous information about your visits to our Websites. This is primarily accomplished through the use of a technology device, commonly referred to as a Web beacon or an Action Tag, which we place on various web pages within our Websites that allows the third party to collect anonymous information through the use of cookies. The third party may use information about user's visits to this and other web Sites in order to provide ads about goods and services of interest to them. Although you may not opt out of receiving online advertisements generally, you may find out how to opt out of having your online behavior collected by third-party advertisers for advertising purposes. You may visit each ad network's website individually to opt-out and review their privacy policies, or you may visit the Digital Advertising Alliance's opt-out website, or visit the Network Advertising Initiative's opt-out website.

We may share aggregated demographic information with our partners and advertisers through use of cookies or other technologies. This information is not linked to any personal information that can be used to uniquely identify or contact a single person.

Generally, we will not share email addresses or personal demographic information with any of our partners. We do use outside third parties to provide services to CFSC, such as marketing, shipping, and credit card processing companies for goods and services. These companies do not retain, share, store, or use personally identifiable information for any purposes except to provide services to CFSC. We also partner with some other companies to provide specific services, such as newsletter or email fulfillment and personalization. When you register for these services, we will share names, or other contact information that is necessary for the third party to provide these services on our behalf. These parties are not allowed to use personally identifiable information except for the purpose of providing these services. We may also share or transfer your information to a third party in connection with a business reorganization, sale of assets, or in connection with a merger. In the event of such transfer, the third party will treat such data in accordance with the terms of this privacy policy. Our Websites as well as some Sites accessible through our Websites use pixels, transparent GIF files or web beacons, to help manage online advertising, learn about how you use of our services and products, and customize your experience on our Websites. These items may deliver cookies, count visits, and understand usage and promotion effectiveness.

To the extent that any of the sites accessible through Cape Fear Seafood Company's websites have different practices, these practices will be explained at that site. From time-to-time our Websites request information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include personal information such as contact information (such as name and email address) and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of our Websites.

PROTECTION OF INFORMATION

CFSC takes every precaution to protect our users' information. When users submit sensitive information via our Websites, your information is protected both online and off-line. When our registration/order form asks users to enter sensitive personal information (such as credit card number and/or social security number), we use commercially reasonable standards to encrypt the information using industry standard encryption software – Secure Sockets Layer (SSL). When you use our registration/order form, you must use an SSL-enabled browser such as Safari, Firefox, Chrome, or Internet Explorer. Doing so protects the confidentiality of your personal information while it is transmitted over the Internet. While we use SSL encryption to protect this sensitive information online, we also do everything in our power to protect user-information off-line. All of our users' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job are granted access to personally identifiable information. Furthermore, the servers that we store personally identifiable information on are kept in a secure environment.

CONTROL OF INFORMATION

If your personally identifiable information changes (such as your zip code), or if you no longer desire our service, we will endeavor to provide a way to correct, update or remove your personal data provided to us. This can usually be done by contacting us using the contact information below. If you receive a marketing email from us, we do provide in each email the option to unsubscribe from future emails. If we decide to change our privacy policy, we will post those changes on our Website so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify users by way of an email and by updating this policy. Users will have a choice as to whether or not we use their information in this different manner. We will use information in accordance with the privacy policy under which the information was collected.

CHILDREN'S PRIVACY

The content of our Site is not directed to children under the age of 13 and CFSC does not knowingly collect personal information from any child under the age of 13 at our Site without parental consent. Please contact us via the contact address below if you believe we may have collected information from your child without permission from you and we will work to delete it.

REFUND POLICY

If there is ever anything wrong with your order or you have a concern please return your meal just as it is. We strive to always take care of our customers and resolve any issues as best as we possibly can.

PRIVACY QUESTIONS

If you need to contact us for any reason regarding these Terms and Privacy, you may do so by emailing us at info@capefearseafoodcompany.com or by mailing us at the following address:

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