

# PRIVACY POLICY

**Last Updated:** [DATE]

## 1. INTRODUCTION AND OVERVIEW

This Privacy Policy (“Policy”) describes how Culinary For Royalty (“we,” “our,” “us”) collects, uses, shares, and protects personal information obtained from users (“you,” “your”) of our website <https://www.culinaryforroyalty.com> (the “Website”) and our personal chef services, private parties, catering, and meal preparation services (collectively, the “Services”).

By accessing or using our Website or Services, you acknowledge that you have read, understood, and agree to be bound by this Privacy Policy. We are committed to protecting your privacy in accordance with applicable laws and regulations, including but not limited to the Federal Trade Commission Act Section 5 (15 U.S.C. § 45) and the Illinois Personal Information Protection Act (815 ILCS 530/1 et seq.).

### 1.1 Scope and Applicability

This Privacy Policy applies to all personal information collected through our Website and in connection with our Services, whether collected online or offline. This Policy does not apply to information collected by third parties, including through any application or content that may link to or be accessible from our Website.

### 1.2 Definitions

For the purposes of this Privacy Policy:

- **“Personal Information”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, including but not limited to name, email address, and phone number.
- **“Processing”** means any operation or set of operations performed on personal information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- **“Services”** refers to our personal chef services, private parties, catering, and meal preparation services.
- **“Website”** refers to <https://www.culinaryforroyalty.com>.

## 2. INFORMATION COLLECTION

### 2.1 Categories of Personal Information We Collect

We collect only basic contact information from our users, which may include:

- **Identifiers:** Such as your name, email address, phone number, and postal address.
- **Customer Records:** Information you provide when booking our Services, such as dietary preferences, event details, and service requirements.
- **Commercial Information:** Records of products or services purchased, obtained, or considered.

## 2.2 Methods of Collection

We collect personal information through the following methods:

- **Direct Collection:** Information you provide to us when you:
  - Complete forms on our Website
  - Register for an account
  - Book our Services
  - Subscribe to our newsletter
  - Contact us via email, phone, or other communication channels
  - Provide feedback or respond to surveys
- **Automatic Collection:** Limited information collected automatically through cookies essential for Website functionality (see Section 8 for more details).

## 2.3 Legal Basis for Collection

We collect and process your personal information based on one or more of the following legal grounds:

- **Consent:** Where you have given clear consent for us to process your personal information for a specific purpose.
- **Contractual Necessity:** Where processing is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into a contract.
- **Legitimate Interests:** Where processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by your interests or fundamental rights and freedoms.

# 3. USE OF INFORMATION

## 3.1 Business Purposes

We use the personal information we collect for the following business purposes:

- To provide and maintain our Services

- To process and fulfill your requests for our personal chef services, private parties, catering, and meal preparation services
- To communicate with you about your use of our Services, including confirmations, invoices, technical notices, updates, and support messages
- To respond to your comments, questions, and requests
- To improve our Website and Services
- To maintain the security and integrity of our Website and Services
- To comply with applicable laws, regulations, and legal processes

### **3.2 Marketing and Promotional Communications**

If you have opted in to receive marketing communications from us, we may use your personal information to:

- Send you promotional emails about our Services, special offers, or other information which we think you may find interesting
- Contact you about events, promotions, or new service offerings

You will have the opportunity to opt out of receiving marketing communications by:

- Clicking the “unsubscribe” link in any promotional email
- Contacting us directly using the information provided in Section 10

If you do not respond to our initial marketing communication within 14 days, we will consider you to have opted in to receive future communications. You may opt out at any time.

### **3.3 Compliance with CAN-SPAM Act**

All marketing emails sent by us will:

- Clearly identify the sender as Culinary For Royalty
- Include a valid physical postal address
- Include a clear and conspicuous explanation of how to opt out of receiving future emails
- Honor opt-out requests promptly, and in no case later than 10 business days after receipt

## **4. INFORMATION SHARING AND DISCLOSURE**

### **4.1 No Third-Party Sharing**

We do not sell, rent, lease, or otherwise transfer your personal information to any third parties for their marketing purposes or for any other commercial purpose. Your personal information remains confidential and is used solely for the purposes described in this Privacy Policy.

## **4.2 Service Providers**

We may engage trusted third-party service providers to perform functions on our behalf, such as website hosting, data analysis, payment processing, order fulfillment, customer service, and marketing assistance. These service providers have access to personal information needed to perform their functions but are contractually obligated to maintain the confidentiality and security of that information and are prohibited from using it for any other purpose.

## **4.3 Legal Requirements**

We may disclose your personal information if required to do so by law or in response to valid requests by public authorities (e.g., a court or government agency). We may also disclose your information when we believe disclosure is necessary to:

- Comply with a legal obligation
- Protect and defend our rights or property
- Prevent or investigate possible wrongdoing in connection with the Website or Services
- Protect the personal safety of users of the Website or Services or the public
- Protect against legal liability

## **4.4 Business Transfers**

If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of company assets, or transition of service to another provider, your personal information may be transferred as part of such a transaction as permitted by law and/or contract. We cannot promise that an acquiring party or the merged entity will have the same privacy practices or treat your information the same as described in this Policy.

## **4.5 Data Storage and Processing Location**

All personal information we collect is stored and processed within the United States. We do not transfer your personal information to recipients outside of the United States.

# **5. DATA SECURITY MEASURES**

## **5.1 Security Safeguards**

We implement and maintain reasonable security measures designed to protect your personal information from unauthorized access, disclosure, alteration, and destruction. These measures include:

- Encryption of sensitive information
- Secure servers with restricted access
- Firewalls and intrusion detection systems
- Regular security assessments and vulnerability testing

- Employee training on data security practices
- Physical security measures for our facilities

However, no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

## **5.2 Data Breach Notification**

In the event of a data breach involving your personal information, we will:

- Conduct a prompt investigation to determine the nature and scope of the breach
- Take immediate steps to contain and mitigate the breach
- Notify affected individuals in accordance with applicable laws

In accordance with the Illinois Personal Information Protection Act (815 ILCS 530/1 et seq.), we are not required to provide notification of a data breach if the data was encrypted at the time of the breach and the encryption keys were not compromised or accessed.

## **5.3 Employee Access Controls**

We restrict access to personal information to our employees, contractors, and agents who need to know that information in order to operate, develop, or improve our Services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

# **6. USER RIGHTS AND CHOICES**

## **6.1 Access, Correction, and Deletion Rights**

You have the right to:

- **Access:** Request information about the personal information we have collected about you and how we have used and shared it
- **Correction:** Request that we correct inaccurate or incomplete personal information
- **Deletion:** Request that we delete your personal information, subject to certain exceptions

To exercise these rights, please contact us using the information provided in Section 10. We will respond to your request within 1-14 business days.

## **6.2 Verification Process**

To protect your privacy and security, we may require verification of your identity before processing your request. The information you provide for verification will be used solely for that purpose.

### **6.3 Authorized Agents**

You may designate an authorized agent to make requests on your behalf. We may require proof of your written authorization before processing any request from an authorized agent. We may deny a request from an agent that does not submit proof of authorization.

### **6.4 Non-Discrimination**

We will not discriminate against you for exercising any of your rights under this Privacy Policy or applicable law. This means we will not:

- Deny you goods or services
- Charge you different prices or rates for goods or services
- Provide you with a different level or quality of goods or services
- Suggest that you may receive different prices, rates, or quality of goods or services

## **7. CHILDREN'S PRIVACY PROTECTION**

### **7.1 Age Restrictions**

Our Website and Services are not directed to children under the age of 13, and we do not knowingly collect personal information from children under 13. If you are under 13, please do not provide any personal information on our Website or through our Services.

### **7.2 Parental Consent**

In compliance with the Children's Online Privacy Protection Act (COPPA) (15 U.S.C. § 6501 et seq.), if we learn that we have collected personal information from a child under 13 without verification of parental consent, we will take steps to remove that information from our servers as soon as possible.

### **7.3 Notification to Parents**

If we become aware that we have inadvertently collected personal information from children under the age of 13, we will take reasonable steps to notify parents and obtain verifiable parental consent before using that information or disclosing it to third parties.

### **7.4 Parental Rights**

Parents or legal guardians may review the personal information we have collected from their child, prohibit us from collecting further information from their child, and request that any personal information we have collected be deleted from our records.

## 8. COOKIES AND TRACKING TECHNOLOGIES

### 8.1 Essential Cookies

We use only essential cookies on our Website. Essential cookies are strictly necessary for the proper functioning of our Website and enable you to navigate our Website and use its features. Without these cookies, certain services you have requested cannot be provided.

### 8.2 Types of Essential Cookies We Use

The essential cookies we use may include:

- **Session Cookies:** Temporary cookies that are deleted when you close your browser, used to remember your selections and preferences while navigating the Website
- **Authentication Cookies:** Used to identify you once you have logged in to secure areas of our Website
- **Security Cookies:** Used to detect authentication abuses and protect user data from unauthorized parties
- **Load Balancing Cookies:** Used to distribute the workload of requests across multiple computing resources

### 8.3 Cookie Management

Most web browsers allow you to control cookies through their settings preferences. However, if you limit the ability of websites to set cookies, you may worsen your overall user experience and/or lose the ability to access certain features of our Website.

### 8.4 Do Not Track Signals

Some browsers have a “Do Not Track” feature that signals to websites that you visit that you do not want to have your online activity tracked. Our Website does not currently respond to “Do Not Track” signals.

## 9. DATA RETENTION AND DELETION

### 9.1 Retention Period

We retain your personal information for as long as necessary to fulfill the purposes for which we collected it, including for the purposes of satisfying any legal, accounting, or reporting requirements. We determine the appropriate retention period based on:

- The amount, nature, and sensitivity of the personal information
- The potential risk of harm from unauthorized use or disclosure
- The purposes for which we process the information and whether we can achieve those purposes through other means
- Applicable legal requirements

## **9.2 Deletion Upon Request**

You may request deletion of your personal information at any time by contacting us using the information provided in Section 10. Upon receiving a verified request, we will delete your personal information from our records unless an exception applies.

## **9.3 Exceptions to Deletion**

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information
- Provide a good or service that you requested
- Take actions reasonably anticipated within the context of our ongoing business relationship with you
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities
- Debug products to identify and repair errors
- Comply with a legal obligation
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it

## **9.4 Data Minimization**

We implement data minimization principles to collect and retain only the personal information that is necessary for the specific purpose for which it was collected.

# **10. CONTACT INFORMATION FOR PRIVACY INQUIRIES**

If you have any questions, concerns, or requests regarding this Privacy Policy or our privacy practices, please contact us using the following information:

### **Culinary For Royalty**

Email: [oliver@culinaryforroyalty.com](mailto:oliver@culinaryforroyalty.com)

Phone: +1 708-808-7383

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you may have the right to file a complaint with the appropriate regulatory authority.

## **11. POLICY UPDATES AND AMENDMENTS**

### **11.1 Changes to This Privacy Policy**

We may update this Privacy Policy from time to time to reflect changes to our practices, operational needs, or legal requirements. We will notify you of any material changes by:

- Posting the updated Privacy Policy on our Website with a new “Last Updated” date
- Sending an email notification to users who have provided us with their email address
- Displaying a prominent notice on our Website prior to the change becoming effective

### **11.2 Review of Changes**

We encourage you to periodically review this Privacy Policy to stay informed about how we collect, use, and protect your personal information. Your continued use of our Website or Services after any changes to this Privacy Policy constitutes your acceptance of such changes.

### **11.3 Material Changes**

If we make material changes to how we treat our users’ personal information, we will notify you through a notice on the Website home page and, where feasible, by email to the email address specified in your account.

## **12. LEGAL COMPLIANCE AND REGULATORY FRAMEWORK**

### **12.1 Governing Law**

This Privacy Policy is governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law.

### **12.2 Compliance with Applicable Laws**

We are committed to complying with all applicable federal, state, and local laws and regulations regarding privacy and data protection, including but not limited to:

- Federal Trade Commission Act Section 5 (15 U.S.C. § 45)
- Children’s Online Privacy Protection Act (COPPA) (15 U.S.C. § 6501 et seq.)
- CAN-SPAM Act (15 U.S.C. § 7701 et seq.)
- Illinois Personal Information Protection Act (815 ILCS 530/1 et seq.)
- Chicago Data Residency Ordinance (Municipal Code Chapter 2-68-050)

### **12.3 Severability**

If any provision of this Privacy Policy is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render this Privacy Policy

unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

#### **12.4 Entire Agreement**

This Privacy Policy, together with any other legal notices and agreements published by us on the Website, constitutes the entire agreement between you and us concerning our Website and Services and governs your use of our Website and Services, superseding any prior agreements between you and us.