

Effective Date: June 23, 2026

PART I: PRIVACY POLICY

This Privacy Policy describes how **Kens Steak House** ("we," "our," or "us") collects, uses, and shares your personal information when you visit our restaurant, reserve a table, enroll in our loyalty programs, place an order online using our Toast Tab ordering page, or interact with our website.

1. Information We Collect

We collect information in a few different ways:

- **Online Reservations:** When you book a table online through our website or the **OpenTable** platform, OpenTable collects your name, email address, phone number, reservation date/time, and any special dining notes or dietary preferences.
- **Public Guest Wi-Fi:** If you use our complimentary guest Wi-Fi network while dining, our network provider may collect your device's MAC address, IP address, and connection timestamps.
- **In-Restaurant Security (CCTV):** For the safety of our guests and staff, we use Closed-Circuit Television (CCTV) cameras to monitor public areas of our physical restaurant. These cameras record video footage only; they **do not record audio**.
- **VIP Card Loyalty Program:** When you sign up for our **VIP Card** rewards program (either in person at our host stand/terminal or online through our portal), we collect your name, email address, phone number, and transaction history to track your rewards.
- **Directly From You:** When you dine with us, purchase a gift card, sign up for our email newsletter, or contact us, we may collect your contact details and payment information.
- **Via Toast Online Ordering:** When you place an order online, Toast, Inc. collects your contact information, delivery address, order history (items, time, preferences, and tips), and payment details to process your order securely.
- **Automated Technologies & Analytics:** When you visit our website, we use cookies and tracking technologies like **Google Analytics** to automatically collect technical data. This includes your IP address, browser type, operating system, referring URLs, pages viewed, and the dates/times of your visits.

2. How We Use Your Information

We use your personal information for the following purposes:

- **Reservation Management:** To book, modify, and confirm your table reservations via OpenTable, and to accommodate special dining requests.
- **Wi-Fi Network Provision:** To provide you with internet access while on our premises and to maintain a secure digital network.
- **VIP Card Administration:** To track your purchases, calculate reward points, and issue special member discounts or promotions linked to your **VIP Card**.

- **SMS & Email Marketing:** If you opt-in during your VIP Card registration, email signup form, or checkout, we use your contact information to send text messages and emails via Toast and Constant Contact regarding menu specials, events, and exclusive VIP offers.
- **Website Optimization:** We use Google Analytics data to evaluate website traffic, understand how users navigate our site, and improve our online guest experience.
- **Order Fulfillment:** To process and prepare your dine-in, takeout, or delivery orders.
- **Premises Security:** We use video-only CCTV footage to prevent misconduct, protect our property, and ensure a safe dining environment for our guests and employees.

3. Cookies and Vendor Analytics Disclosures

Our website and interconnected online services utilize cookies and advanced tracking technologies to monitor usage and deliver seamless features.

- **Google Analytics:** Google Analytics collects information anonymously. It reports website trends without identifying individual visitors. You can learn how Google uses data by visiting [Google's Privacy & Terms](#).
- **Third-Party Vendor Analytics:** Please note that our primary technical vendors, including **Toast, Inc.** and **OpenTable**, deploy their own algorithmic tracking, pixel tags, and data analytics tools on their respective transaction pages. These technologies are used by our vendors to monitor transactional health, evaluate user traffic, analyze consumer behavior patterns, and improve their platform products.
- **Your Choices:** You can prevent Google Analytics from using your information by downloading and installing the Google Analytics Opt-out Browser Add-on, or by adjusting your internet browser settings to refuse or block cookies.

4. SMS Text Marketing Disclosures

By opting into our VIP Card text marketing program, you acknowledge and agree to the following:

- **Frequency:** Message frequency varies based on your interactions and our current promotions.
- **Permission:** Consent is not a condition of any purchase
- **Rates:** Message and data rates may apply depending on your mobile carrier plan.
- **Opt-Out:** You can cancel the SMS service at any time. Just text "**STOP**" to our shortcode or replying number. After you send the SMS message "**STOP**" to us, we will send you an SMS message to confirm that you have been unsubscribed.
- **Help:** If you are experiencing issues with the messaging program you can reply with the keyword "**HELP**" for more assistance.

5. Sharing Your Information

We do not sell your personal information. We share your information only in the following limited ways:

- **With Our Service Providers:** We share necessary information with **Toast, Inc.** (for online orders, SMS marketing, and VIP Card tracking), **OpenTable** (for

reservation scheduling), and **Constant Contact** (for email marketing campaigns).

- **Analytics Providers:** We share non-identifying website data with Google Analytics to help optimize our online presence.
- **Legal and Law Enforcement:** We may share CCTV video footage or personal data with law enforcement or insurance providers if required to do so by law, or to protect the safety, rights, and property of our business, staff, and guests.

6. Third-Party Framework Linkage

Our digital ecosystem relies on trusted third-party partners. We encourage you to review their specific privacy frameworks to understand how they manage your personal data and internal analytics tracking:

- Review the [Toast Privacy Statement](#) for payment processing, vendor analytics, and loyalty details.
- Review the [OpenTable Privacy Policy](#) for reservation tracking and user data management details.
- Review the [Constant Contact Privacy Notice](#) for email distribution details.

7. Your Massachusetts Privacy Rights

Under Massachusetts law and the **Massachusetts Data Security Law (201 CMR 17.00)**, you have the right to:

- Access, correct, or request the deletion of the personal information we hold about you.
- Opt-out of receiving marketing emails or texts. You can click the "unsubscribe" link at the bottom of any Constant Contact email, or reply "STOP" to SMS messages. Opting out may affect your ability to receive digital VIP Card updates.
- To make a request, or if you have questions about your data, please contact us directly using the information below.

8. Data Security

We implement physical, electronic, and managerial procedures to safeguard your information and comply with Massachusetts data protection regulations. While our third-party vendors process and secure your reservations, payments, website analytics, and marketing lists, we ensure our local records, Wi-Fi networks, and CCTV systems are safely maintained.

PART II: TERMS AND CONDITIONS

By accessing our website, making a reservation, placing an online order, purchasing a gift card, utilizing our public Wi-Fi, or enrolling in our **VIP Card** loyalty program, you agree to comply with and be bound by the following Terms and Conditions.

1. Gift Cards (Physical & Digital)

We offer both physical gift cards at our restaurant and digital e-gift cards through our online portal.

- **Redemption:** Gift cards can be used to pay for food, beverages, and tax at our physical restaurant location or through our official Toast online ordering system. Gift cards cannot be used to purchase other gift cards.
- **No Expiration or Fees:** In accordance with Massachusetts law, our gift cards do not expire and are not subject to maintenance or dormancy fees.
- **Cash Redemption:** Gift cards are not redeemable for cash unless required by law (in Massachusetts, if the remaining value on a gift card is \$5.00 or less, you may request a cash refund).
- **Loss or Theft:** We are not responsible for lost, stolen, or damaged gift cards, or unauthorized digital card usage. Please protect your card codes like cash.

2. Online Ordering & Payments

We use **Toast, Inc.** to power our online ordering platform.

- **Order Accuracy:** You are responsible for verifying your order details, pickup/delivery times, and special instructions before submitting your payment.
- **Pricing & Availability:** All prices listed on our website and Toast portal are subject to change without notice. We reserve the right to limit quantities or refuse service at our discretion.
- **Cancellations & Refunds:** If you need to modify or cancel an order, you must call the restaurant directly. Refunds for cancelled orders are handled on a case-by-case basis.

3. Online Reservations (OpenTable)

Reservations made through our website are processed via **OpenTable**.

- **Punctuality:** We hold reserved tables for a maximum of **15** minutes past the scheduled time. Late arrivals may forfeit their reservation.
- **Large Parties:** For parties larger than **8**, please call the restaurant directly. Special cancellation fees or deposit rules may apply.

4. VIP Card Loyalty Program Terms

By enrolling in our **VIP Card** rewards program, you agree to the following framework:

- **Eligibility:** Membership is free and open to individual guests aged 18 or older. Points and rewards are non-transferable, have no cash value, are not legal tender, cannot be transferred between customer accounts, or to any third parties.
- **Earning Points:** You earn points on eligible food and beverage purchases made in-person or via our official Toast online ordering page. Points are not earned on alcohol, tax, gratuity, delivery fees, or the initial purchase of gift cards (points can be earned when the gift card is redeemed at Kens). When you present your VIP/Loyalty card while you dine in or take out a meal at Ken's, you will receive Loyalty Reward Points equal to Seven Percent (7%) of your food and beverage purchase (Alcohol, tax, tips and delivery charges are excluded). Points applied to this card may be redeemed at a future visit to Ken's. You may accumulate these points over time, and have no set expiration date. Each Loyalty Reward Point is equal to one Dollar (\$1.00) in discount on your meal.
- **VIP points cannot be used to purchase alcohol, pay for Massachusetts meals tax, tips or delivery fees.**
- **Account Deactivation:** We reserve the right to audit, suspend, or terminate your **VIP Card** account if we suspect fraudulent activity or abuse of the program. If the

loyalty program is deactivated, disabled, or ended by Us, all associated unredeemed points are immediately purged from customer accounts and are no longer visible or redeemable.

- **Tax Disclaimer.** Customers who reside in states that consider these reward programs a "financial incentive" are solely responsible for any tax obligations arising from the receipt or redemption of loyalty rewards. We do not and will not provide tax advice. Customers with questions regarding the tax treatment of loyalty rewards should consult a qualified tax professional

5. SMS & Text Marketing Rules

By opting into our VIP Card mobile text program, you agree to receive automated marketing messages from us via Toast.

- **Consent:** Opting into text marketing is entirely voluntary and is not required to make a purchase.
- **Charges:** Message and data rates may apply depending on your mobile carrier plan.
- **Opt-Out:** You can unsubscribe at any time by texting "**STOP**" to our shortcode or replying number.

6. Public Guest Wi-Fi Usage

Our complimentary guest Wi-Fi is provided "as-is" for your convenience.

- **Prohibited Activity:** You agree not to use our network for illegal activities, transmitting malicious software, or downloading copyrighted materials without authorization.
- **Security Disclaimer:** Public Wi-Fi networks are inherently unsecure. We are not liable for any data loss or security breaches on your personal device while connected.

7. Social Media & External Links

Our website contains links to our official social media channels, including **Facebook** and **Instagram**.

- **No Control:** These external platforms are operated by third parties (Meta Platforms, Inc.). We do not control, endorse, or accept responsibility for their privacy practices, cookie deployment, automated analytics tracking, or content policies.
- **User Responsibility:** Your interactions with our Facebook and Instagram pages are governed by the respective terms of use and privacy policies of those platforms. We reserve the right to remove any inappropriate content or comments posted to our business profiles at our sole discretion.

8. Limitation of Liability

To the fullest extent permitted by Massachusetts law, **Kens Steak House Inc.** and its owners shall not be liable for any direct, indirect, incidental, or consequential damages resulting from your use of our website, guest Wi-Fi, online ordering platforms, third-party vendor platforms, or attendance at our physical location.

9. Governing Law

These legal terms and privacy policies are governed by and construed in accordance with the laws of the **Commonwealth of Massachusetts**, without regard to its conflict of law principles.

10. Changes to These Legal Terms

We reserve the right to modify this combined legal framework at any time. Any updates will be posted directly to our website with a revised "Effective Date." Your continued use of our website, loyalty program, or restaurant services constitutes acceptance of the new terms.

11. Contact Us

For more information about our privacy practices, if you have questions, or if you would like to make a complaint or data inquiry, please contact us at:

Kens Steak House

95 Worcester Road (Rt. 9)

Framingham MA 01701

Email: info@kenssteakhouse.com

Phone: (508) 875-4455
