

# Fresa Technologies

**Neutral IT Solution Provider**

## **Disclaimer**

The following is intended to outline our general product direction. It is intended for information purposes only, and may not be incorporated into any contract. It is not a commitment to deliver any material, code, or functionality, and should not be relied upon in making purchasing decision. The development, release, and timing of any features or functionality described for Fresa Technologies products remains at the sole discretion of Fresa Technologies.

# PRIVACY AND SECURITY POLICY

## **PRIVACY AND SECURITY POLICY STATEMENT:**

This Privacy and Security Statement applies to the Service as defined in the Fresa Technologies License Agreement and Terms of Use (“Terms of Use”). References to this Privacy and Security Statement include the Appendix.

As part of the normal operation of the Service we collect and, in some cases, disclose information about you including the personal data set out in Paragraph 2 and 3 of the Schedule 2 in the Framework in the Appendix (“Personal Data”). Fresa Technologies cares about your privacy and about the confidentiality and security of information you provided to us via the Fresa Technologies Network. Fresa Technologies is committed to safeguarding your privacy. This Fresa Technologies Privacy and Security Statement explains how the Personal Data provided by the User and you will be processed in accordance with your instructions as you access and interact with the Fresa Technologies Web Sites or otherwise access and receive the Service.

To address our mutual rights, duties and obligations arising as a result of the implementation of the General Data Protection Regulation 2016/679 (“GDPR”) and the Applicable Data Protection Laws (as defined), that come into effect across the EU on 12 May 2018, in our provision of the Services, the User and you authorize Fresa Technologies to process Personal Data provided to Fresa Technologies or which is made available to it for the purposes of providing Services to the User and you pursuant to the contract of carriage and for any other purposes. In respect of any personal data you have provided to us to process for performing the contract of carriage, you as the User shall be the “Data Controller” and Fresa Technologies shall be a “Data Processor” for the purposes of GDPR and/or the Applicable Data Protection Law.

The terms in the Framework in the [Appendix](#) are incorporated in this Privacy and Security Statement. The Data Subjects, Categories of Personal Data, Processing Operations and Duration of Processing relevant to the provision of the Services are defined in Schedule 2 of the Framework in the [Appendix](#).

In addition to the provisions of this Privacy and Security Statement, there may also be specific and additional privacy provisions that apply to certain sections of the Service. As those specific and additional provisions also relate to your privacy protection, you should review them wherever they are accessible by you via the Service. In the event of any inconsistency between the provisions of this Privacy and Security Statement and those other specific and additional provisions, the other specific and additional provisions will prevail.

### **Acceptance and changes to Privacy and Security Statement:**

This Privacy and Security Statement is incorporated into and subject to the, [Terms of Use](#) which together is intended to constitute a single binding agreement of terms and conditions for your use of the Service (“the Agreement”). This Privacy and Security Statement shall supplement the Terms of Use and, for the avoidance of doubt, terms defined therein shall have the same meanings in this Privacy and Security Statement unless the context herein indicates or requires otherwise. In the event of a conflict, the provisions of the Terms of Use will prevail. You acknowledge and accept that your use of or access to the Service indicates your acceptance to the Agreement. This is the current Privacy and Security Statement. It replaces any other Privacy and Security Statement for the Service published on the Fresa Technologies Web Sites to date.

As the Service develops and as technology evolves, Fresa Technologies will continue to strive to provide you with better and more customized services and with a more effective web site. Fresa Technologies may at any time and in its sole discretion revise the Privacy and Security Statement by publishing the amended terms and conditions on the Fresa Technologies Web Sites together with a notice that the Privacy and Security Statement has been updated or otherwise amended.

You acknowledge and agree that by doing this, Fresa Technologies has provided you with sufficient notice of the variation, even where Fresa Technologies does not use additional means of notification. The amended Privacy and Security Statement shall be effective automatically upon being posted or on any later date specified in such notice. Your continued use of the Service will be deemed your full acceptance of the Agreement, as amended.

### **Information and Personal Data We Collect:**

- (a) We collect information from you in order to provide you with a smooth, efficient, and customized service while enjoying services provided by Fresa Technologies. Some of this information may be of a form or format that identifies you or another person (“Personal Data”).
- (b) The more information you volunteer (and the more accurate it is), the better we are able to customize your experience. Please note that pursuant to Article 2 and Articles , 6, 7, 8 and/or 9 (as applicable) of the Terms of Use, you have warranted the accuracy of any Personal Data which you may Post.

- (c) The Service offers a number of non-interactive and interactive services. We generally do not capture any Personal Data that you may enter when using the non-interactive service. If you visit the Fresa Technologies Web Sites to read, browse or download information, our system will record the date and time of your visit to the Fresa Technologies Web Sites, the pages viewed and any information downloaded.
  
- (d) You authorize Fresa Technologies to automatically track certain Personal Data about you based upon your behaviour on the Fresa Technologies Web Sites and to use such Personal Data to do internal research on users' shipping preferences and behaviour to better understand and serve our users. Such Personal Data are compiled and analyzed on an aggregated basis in accordance with this Privacy and Security Statement.
  
- (e) To use most of the interactive Services provided by Fresa Technologies, you will need to register as a user by providing Personal Data, including your name and contact information at your place of business such as company name, e-mail address and telephone number. You will be given the opportunity to create a password for your use in accessing the Services in the future. Some users may access the Service under company membership rather than an individual membership. In these cases, your registration will be carried out by your company administrator or by such party authorized by you, who will provide your Personal Data and carry out other tasks on your behalf. Users desiring to access the Service via SMS messaging will need to supply their mobile phone numbers to support the SMS service.
  
- (f) Visitors (registered or unregistered) to the Fresa Technologies Web Sites and other Services on the Fresa Technologies Network may also be asked to complete various online or offline form(s) requesting Personal Data, such as name and e-mail address, in order to access other services or information provided by Fresa Technologies. Whenever you provide Fresa Technologies with Personal Data on the Fresa Technologies Web Sites and Fresa Technologies Network, we make an effort to include a link or other pointer to this Privacy and Security Statement.

### **Third Party Resources:**

- (a) The Fresa Technologies Web Sites may also contain Links to Third Party Resources which may collect Personal Data about you. If you access or use any such Links to such Third Party Resources, any information you reveal in connection with such Third Party Resources or any services offered thereon is submitted directly to the Third Party Resources and is not governed by this Privacy and Security Statement. You should consult the privacy policy of the Third Party Resources with respect to its treatment of any information that you may reveal in connection with such site or service. If those third parties collect information about you, they may share certain information with Fresa Technologies as part of our arrangements with those third parties.

### **Third Party Hosting Service and other Service Providers:**

- (a) Fresa Technologies may contract with one or more third parties (“Third Party Host”) to maintain and host the Service or portions thereof. Therefore, any information you submit, including Personal Data, will be placed and stored on a computer server maintained by such third party. Your use of the Service and any Posting of Data to Fresa Technologies and/or the Fresa Technologies Network constitutes your acknowledgement that such Data could pass through and may be stored in servers outside the control of Fresa Technologies and may be accessed by the administrator of such site and others that gain access to Fresa Technologies’s or Third Party Host’s server or stored files.

In circumstances when you directly provide Personal Data to the Third Party Host without going through Fresa Technologies, the Third Party Host is the data processor acting upon instructions from you as the data controller under the GDPR. Except as may be required by applicable laws, you agree that Fresa Technologies has no liability or responsibility for any authorized disclosure resulting from or arising in connection with such pass through or storage of same.

- (b) You authorize and instruct Fresa Technologies to transfer Personal Data to our vendors, suppliers and hosting providers (together with “Third Party Host”, the “Service Providers”) in order for such Service Providers to 1) provide us with products and services related to better operation and maintenance of the Service; or 2) assist us in processing information and/or carrying out any of the authorized uses of your Data described in Section 6 below. Fresa Technologies takes all reasonable legal, technical and organizational measures to ensure adequate security and protection of the Personal Data for any such transfers.

## **Cookies:**

(a) Fresa Technologies uses “cookies” as a fundamental part of our interaction with your Internet browser. The intention is to provide you with a better and more customized service and with a more effective web site.

(b) A “cookie” is a small text file placed on your computer by our webpage server. A cookie can later be retrieved by our webpage servers. Most cookies are “session cookies”, meaning that they are automatically deleted at the end of a session.

(c) A cookie may be set when you register or “Log In” and is modified when you “Log Out” of our Services. Currently, each browser accessing the Fresa Technologies Web Sites is given a unique cookie which is then used to determine the extent of repeat usage and usage by a registered user as opposed to an unregistered user.

(d) Most of the areas of the Fresa Technologies Web Sites use cookies. Accordingly, if you wish to make full use of the Fresa Technologies Web Sites, it is required that you accept cookies. If your browser is configured to reject all cookies you may be unable to use certain Services on the Fresa Technologies Web Sites that require cookies in order to participate.

(e) You are always free to decline Fresa Technologies’s cookies if your browser permits, although you may be unable to use certain Services on the Fresa Technologies Web Sites that require cookies in order to participate.

(f) Advertising networks (if any) that may serve advertisements onto the Fresa Technologies Web Sites may also use their own cookies. Such advertising networks web sites may contain their own privacy statements. Advertising networks’ sites are not covered by this Privacy and Security Statement or other provisions of the Agreement and those advertising networks are responsible for informing you about their own privacy practices.

## **Use and disclosure of information and Personal Data:**

(a) Information provided by you that is not Personal Data may be used or shared as Fresa Technologies in its sole discretion deems appropriate. Personal Data provided by you will generally be used by us or third parties or disclosed to third parties in ways that have been authorized and instructed by you as set out in this Privacy and Security Statement. By using or accessing the Service, you expressly consent to our use, disclosure and processing of the information you provide to Fresa Technologies.

(b) Generally, Fresa Technologies uses your Personal Data:

(1) To remind us of who you are and to access your account information (stored on our computers) in order to deliver to you a better and more personalized service.

(2) To estimate our audience size and to statistically analyze the usage.

(3) To identify pages you have accessed and Third Party Resources you have accessed.

(4) To improve our marketing and promotional efforts.

(5) to measure certain traffic patterns, which areas of the Service you have visited or used, and your visiting patterns in the aggregate. We use this research to understand how our users' habits are similar to or different from one another so that we can make each new experience on the Service a better one. Fresa Technologies may use this information to better personalize the content, banners, and promotions that you and other users will see on the Service.

(6) To resolve disputes, troubleshoot problems and enforce the Agreement.

(7) To improve our service.

(8) To provide the Service you request.

(9) For administrative, security and other legitimate business purposes.

(c) Fresa Technologies may also use the Personal Data to contact you:

(1) To deliver messages that you have requested as part of the Service, such as SMS messages.

(2) to deliver information to you that, in some cases, is targeted to your interests, such as new services, unless you have indicated, in accordance with Section 8 (b) of this Privacy and Security Statement, that you do not wish to receive this information.

(3) to contact you regarding administrative notices, new features and communications relevant to your use of the Service, unless you have indicated, in accordance with Section 8 (b) of this Privacy and Security Statement, that you do not wish to receive this information.

Please see Section 8 with respect to your choices in regard to the communications described above.



(c) Fresa Technologies will only disclose the Personal Data provided by you when:

(1) You have authorized Fresa Technologies to do so (including as set forth herein);

(2) Fresa Technologies believes that such disclosure is reasonably necessary to enforce the Agreement, to protect against fraud, or to respond to claims of violation of the rights of third parties or to protect the rights, property or personal safety of Fresa Technologies, its Affiliates (as defined in Section 1.07 of the Terms of Use), Fresa Technologies users and the public;

(3) Fresa Technologies believes that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for national security in the performance of their functions;

(4) Fresa Technologies is authorized, required or permitted by law, governmental or quasi government agencies to disclose the information;

(5) Fresa Technologies discloses the information in the ordinary course of business to the Service Providers, Participating Carriers or Non-Participating Carriers, or our professional advisers and other contractors;

(6) You may access Third Party Resources from the Fresa Technologies Web Sites. In that case, information generated by cookies and information about your preferences or other information that you provide about yourself may be shared between that third party, the person hosting the Third Party Resources, and Fresa Technologies and/or its Affiliates. Fresa Technologies uses the information to provide you with information about products and services that may be of interest to you. It may also be used for the enhancement of services offered through the Fresa Technologies Web Sites and Third Party Resources;

(7) In the event that all or a portion of Fresa Technologies or Fresa Technologies Affiliate (or the assets of one of those entities), is bought or sold, the Personal Data will likely be included among the transferred business assets.

(e) You hereby authorize and consent that Fresa Technologies may disclose Personal Data to the following entities, organizations and persons for so long and to the extent, you have not notified Fresa Technologies in writing that you object to such disclosures:

- Affiliates, employees, agents, delegates, sub-processors of Fresa Technologies, who use the Personal Data for the same purposes as Fresa Technologies.
- Your representatives (e.g. your authorized representatives or legal advisers).
- Third parties with whom Fresa Technologies is jointly offering or co-branding products, including business alliances of Fresa Technologies, for purposes of making such joint product offerings and marketing them to you, unless you have indicated, in accordance with Section 8 (b) of this Privacy and Security Statement, that you do not wish to receive this information.
- Outsourced hosting service providers who manage the services we provide to you.
- Third Party Host.
- Our professional advisers, including our accountants, auditors and lawyers.
- Credit-reporting and fraud-checking agencies.
- Government and regulatory authorities and other organizations, as required or authorized by law.
- A transfer/sale of all or part of our assets or business (including accounts and trade receivables); and managing our corporate risk and funding functions.
- Organizations involved in
  - Telecommunication and information service providers.
  - Participating Carriers.
  - Non-Participating Carriers.
  - Third party licensors.

(2) Objections to such disclosures must be in written form and may be made to the address listed in Section 12 below. Please note that to the extent the parties listed above are involved in offering or delivering information or the Service (or part thereof) that you have requested, your requests not to share your information with those parties may not be feasible.

### **How we handle E-mails:**

We will preserve the content of any e-mail that you send us. Any Personal Data contained in your e-mail, including your e-mail address, will be used or disclosed in ways set out in this Privacy and Security Statement. Your e-mail message content may be monitored by Fresa Technologies's employees for trouble shooting and maintenance purposes or where e-mail abuse is suspected.

### **Choices Provided by Fresa Technologies :**

- (a) You have the right to request Fresa Technologies not to use or retain Personal Data collected from you.

However, we may retain in our files some of the Personal Data you have requested to be removed in some circumstances, such as to resolve disputes, troubleshoot problems and/or enforce the Agreement. Further, such prior information is never completely removed from our databases due to technical constraints and the fact that we back up our systems. Therefore, you should not expect that all of your Personal Data would be completely removed from our databases in response to your requests. Please contact Customer Care as stated in Section 12 to exercise your rights in this regard.

- (c) Fresa Technologies also provides users with tools to enable them to manage e-mails from Fresa Technologies. Upon registration, users may complete a user profile indicating whether they would like to receive promotional e-mails from Fresa Technologies. Users who indicate that they are not interested in receiving such e-mails are not included in promotional e-mail distributions from Fresa Technologies. Users have the ability to edit their profiles at any time to update their preference with regard to such e-mails, either by logging into the site, or by contacting Fresa Technologies Customer Care as stated in Section 12 below. Upon editing your profile, you can expect to be removed from promotional distributions within ten business days of the changes you make. In addition, all promotional e-mails from Fresa Technologies contain instructions on how the recipient can opt out of receiving similar e-mails in the future by replying to the e-mail.
- (d) Fresa Technologies communications such as administrative and technical notices, notices of new features and other messages relevant to your use of the Service may contain a link to a web page with instructions on how users can unsubscribe from these sorts of transactional messages. If you choose to unsubscribe to these messages, you will bear the risk that you may not receive messages that are important to your continued use of the Service.

### **Reviewing and Changing Your Personal Data:**

- (a) Through its interactive functions, Fresa Technologies allows many users to directly input changes to their preferences, passwords and Personal Data on an immediate basis. This may be accomplished by editing the user profile available on the applicable portion of the Service. Users who access the Service through a company membership or a carrier membership (as the case may be) may also submit requests to their company administrators to update their user profiles both for Fresa Technologies and for any carrier maintaining a user profile on that user (if applicable).
- (b) By viewing and editing your user profile, you or else your company administrator can review and change the information you submitted including but not limited to the following:
  - (i) Your password and email address. If you change your password, Fresa Technologies keeps track of your old password and your new password.
  - (ii) Your address, city, state, zip code, country, primary phone number, email address, secondary phone number, and fax number.
  - (iii) Your shipping preferences and preferred time zone.
  - (c) If your Personal Data change, you must promptly update us of any changes to your Personal Data by editing your user profile or requesting that your company administrator edit your user profile.

### **Security of Information:**

- (a) Fresa Technologies takes reasonable technical and organizational measures against unauthorized or unlawful processing, accidental loss or destruction of, or damage to, the Personal Data, and ensure that all persons who have access to process Personal Data have committed themselves to appropriate obligations of confidentiality in accordance with the GDPR and this Privacy and Security Statement and of Fresa Technologies's placed cookies.
- (b) Fresa Technologies will use standard industry efforts to safeguard the confidentiality of your Personal Data, such as firewalls and secure socket layers. You acknowledge that notwithstanding the steps Fresa Technologies takes to ensure security, there can be no guarantee of security on the Internet. Fresa Technologies does not represent or warrant that your Personal Data will be protected against loss, misuse, attacks, or alteration by third parties.

### **Important Reminders:**

- (a) This is to remind you that in the Terms of Use you have provided Fresa Technologies with all such necessary consents, licenses, permits and authorizations as may be required by any applicable law or otherwise (including all privacy and other data protection regulations and legislation) as shall be necessary for the transfer of Personal Data to Fresa Technologies, its Affiliates and/or third parties wherever they may be situated, and for the use and processing of such information by Fresa Technologies, its Affiliates and/or third parties as described herein.
- (b) While using the Service, you may be provided with a unique password. You are responsible for the security of your password and you may not disclose your password to any third parties nor share it with any third parties. If you lose control of your password, you may lose substantial control over your Personal Data and may be subject to legally binding actions taken on your behalf. Therefore, if the security of your password has been compromised for any reason, you should immediately notify us and change your password.
- (c) Fresa Technologies will never ask you for your password in an unsolicited phone call or in an unsolicited e-mail. Also remember to sign out of your Fresa Technologies account in the correct manner and close your browser window when you have finished your work. This is to ensure that others cannot access your Personal Data and correspondence if you share a computer with someone else or are using a computer in a public place.
- (d) Once Fresa Technologies receives data transmitted by you, we take reasonable technical and organizational measures to preserve the security of the information in our own systems. We remind you that different means exist and are being developed for deployment in the context of the Internet which will enable you to improve the protection of your data. Therefore, we encourage you as the data controller to use all available means to protect your data and communications such as access codes to your own personal computer.
- (e) We also remind you that as the data controller you may be legally responsible for the processing of Data. If you illicitly upload or download Data to or via the Fresa Technologies Network, such actions may be traced back to you, even if you use a pseudonym.

**Contact Us:**

Should you have any questions about this Privacy and Security Policy Statement, the practice of the Fresa Technologies Web Sites, or your dealings with the Fresa Technologies Web Sites, you can contact:

**Customer Care:**

Fresa Technologies Pvt Ltd,  
473A, Sai Shahi Apartments,  
Kamakoti Nagar, Pallikaranai,  
Chennai, Tamil Nadu 600 100.

**E-mail:** [support@Fresa Technologies.com](mailto:support@Fresa Technologies.com)