

Privacy Policy

At FRNZY, we care deeply about privacy. We believe in transparency, and we're committed to being upfront about our privacy practices, including how we treat your personal information. We know you care about your privacy too, so we provide settings that allow you to choose how certain information is used by FRNZY. This policy explains our privacy practices for FRNZY.in.

1. Accepting the Privacy Policy

We need to process your personal information to run our business and provide you with the Services. By accepting our Terms of Use, you are confirming that you have read and understand this policy including how and why we use your information. If you don't want us to collect or process your personal information in the ways described in this policy, you shouldn't use the Services. We are not responsible for the content or the privacy policies or practices of any of our members, third-party websites, or third-party apps.

FRNZY's Terms of Use require all account owners to be at least 18 years of age. Minors under 18 years of age and at least 13 years of age are permitted to use FRNZY's Services only if they have the appropriate permission and direct supervision by the owner of the account. Children under age 13 are not permitted to use FRNZY or the Services. You are responsible for any and all account activity conducted by a minor on your account.

By using the Services, you acknowledge that FRNZY will use your information in the countries where FRNZY operates. Please be aware that the privacy laws and standards in certain countries, including the rights of authorities to access your personal information, may differ from those that apply in the country in which you reside. We will transfer personal information only to these countries to which we are permitted by law to transfer personal information, and we will take steps to ensure that your personal information continues to enjoy appropriate protections.

2. Information Collected or Received

In the course of providing our Services, we collect or receive your personal information in a few different ways. Often, you choose what information to provide, but sometimes we require certain information for you to use and for us to provide you the Services.

Registration, Account Setup, Service Usage: In order to use the Services, you need to provide us with a valid email address, and for Services that require registration, a name associated with your account that you can choose and that represents your identity on FRNZY. You may review, change, or remove that name through your account settings. You need to provide this information to enable us to provide you with the Services. Depending on which services you choose to use, additional information, such as a shop name, billing and payment information (including billing contact name, address, telephone number, credit card information), a telephone number, and/or a physical postal address, may be necessary in order for us to

provide a particular service. You are not required to provide us with this information to sign up, but we will need it to provide certain services. As a FRNZY seller, if you choose to use our payment service ("FRNZY Payments"), FRNZY may require information such as your full name, GST number, identification ID or tax ID, date of birth, bank account information, credit card information, and/or other proof of identification in order to verify your identity and provide this service to you and to comply with applicable law. FRNZY may contact individual shop owners confidentially to request more information about their shops or items listed through the Services, or to ensure compliance with our rules and applicable law. Information that you submit through the application processes will not be displayed publicly and will only be used internally by FRNZY, unless otherwise specified.

Profile: You may provide your name and other personal information (such as birthday, gender, location) in connection with your account and activity. You can edit or remove this information through your account settings.

The name associated with your account, which you may review and change in your account settings, is publicly displayed and connected to your FRNZY activity. Other people may see the date you joined; ratings, reviews and related photos for items you purchased or sold; your profile information; items you listed for sale; your shop pages and policies; your Favourites, followers, and those you follow; comments you post in community spaces; and information you decide to share via social networks.

Automated Information: FRNZY automatically receives and records information from your browser or your mobile device when you visit the Site or use the Apps or use certain other Services, such as your IP address or unique device identifier, cookies and data about which pages you visit in order to allow us to operate and provide the Services. This information is stored in log files and is collected automatically. We may combine this information from your browser or your mobile device with other information that we or our partners collect about you, including across devices. This information is used to prevent fraud and to keep the Services secure, to analyse and understand how the Services work for members and visitors, and to provide advertising, including across your devices, and a more personalised experience for members and visitors.

We may also automatically collect device-specific information when you install, access, or use our Services. This information may include information such as the hardware model, operating system information, app version, app usage and debugging information, browser information, IP address, and device identifiers.

Location Information: We may collect information about your use of the Services for advertising, analytics, to serve content and to protect the Services, including your IP address, browser information (including referrers), device information.

We may obtain location information you provide in your profile or your IP address. With your consent, we may also determine location by using other information from your device, such as precise location information from GPS or information about wireless networks or cell towers near your mobile device. We may use and store information about your location to provide features and to improve and customise the Services. If you have consented to share your precise device location details but would no longer like to continue sharing that information with us, you may revoke your consent to the sharing of that information through the settings on the Apps or on your mobile device. Certain non-precise location services, such as for security and localised policies based on your IP address or submitted address, are critical for the site to function. We will only share your geo-location details with third parties (like our mapping, payments, or, to the extent applicable, advertising providers) in order to provide you with the Services. You may also choose to enable the Apps to access your mobile device's camera to upload photographs to FRNZY.

Analytics Information: We use data analytics to ensure site functionality and improve the Services. We use mobile analytics software to allow us to understand the functionality of the Apps on your phone. This software may record information such as how often you use the Apps, what happens within the Apps, aggregated usage, performance data, app errors and debugging information, and where the Apps were downloaded from. We do not link the information we store within the analytics software to any personally identifiable information that you submit within the mobile application.

Information from Third Parties: Some members or visitors may choose to connect to FRNZY or register an FRNZY account using an external third-party application, such as Facebook, or an app developed using the FRNZY API. FRNZY may receive information from those connected third-party applications. Connecting your FRNZY account to third-party applications or services is optional. If you choose to connect your account to a third-party application, FRNZY may receive information from that application. We may also collect public information in order to connect with you. We may use that information as part of providing the Services to you. You can also choose to share some of your activity on FRNZY on certain social media networks which are connected to your FRNZY account, and you can revoke your permission anytime in your account settings.

Non-Member Information: FRNZY may receive or obtain information (for example, an email address or IP address) about a person who is not yet a registered FRNZY member (a "non-member") in connection with certain FRNZY features, such as when a non-member chooses to subscribe to a FRNZY newsletter, a member invites a non-member to visit the Site, a member uploads non-member information using the contact uploader feature, a non-member engages in a transaction, or a member sends a gift card code to a non-member, or a non-member uses the Guest Checkout feature when making a purchase through one of the Services. Non-member information is used only for the purposes disclosed when it was submitted to FRNZY or to facilitate action authorised by the non-member.

3. Choice & Control

We know that members of our community value having control over their own information, so FRNZY gives you the choice of providing, editing or removing certain information, as well as choices about how we contact you. You may change or correct your FRNZY account information through your account settings. You may also remove certain optional information that you no longer wish to be publicly visible through the Services, such as your name. You can also request the deletion of the personal information in your account.

Depending on your location, you may also have certain additional rights with respect to your information, such as: (i) data access and portability (including the right to obtain a copy of your personal data you provided to FRNZY, via your settings); (ii) data correction (including the ability to update your personal data, in many cases via settings); (iii) data deletion (including the right to have FRNZY delete your personal information, except information we are required to retain, by contacting us); and (iv) withdrawal of consent or objection to processing (including, in limited circumstances, the right to ask FRNZY to stop processing your personal data, with some exceptions, by contacting us).

We use non-technically necessary cookies and similar technologies.

You may also control the receipt of certain types of communications from FRNZY in your account settings. FRNZY may send you messages about the Services or your activity. Some of these messages are required, service-related messages for members (such as transactional messages or legal notices). Other messages are not required, such as newsletters. You can control which optional messages you choose to receive by changing your account settings, and you can learn more in the “Messages from FRNZY” section of this policy.

We partner with third parties to manage our advertising on other sites. Our third-party partners may use cookies or similar technologies in order to provide you with advertising based upon your browsing activities and interests. If you have chosen to connect your account to an external third-party application, such as Facebook, or an app developed using the API, you can change your settings and remove permission for the app by changing your account settings.

If you no longer wish to use the Services or receive service-related messages (except for legally required notices), then you may close your account. [Click here](#) to learn how to close your account.

4. Findability

You may choose to connect directly with your email service provider, your mobile device’s address book, or a social network account to import your contacts to FRNZY. We do not retain the login information for your email service, mobile device, or social network site. You may be able to search for people you know by their username or name of the person on the Site or by

connecting to your mobile device's contact list through the Apps. Finding your friends on FRNZY helps you connect with them on our platform. For example, you can follow another member's public activity, such as public Favourites. When you begin following another member's activity, they will receive an email notification (if the member has consented to receiving this type of email).

If you do not want your contacts to be able to find you on FRNZY through your email address, phone number, or social networking connections, then you may change your findability through your account settings. If you do not wish to be located on FRNZY via your name, you can remove your name and instead may use a nickname or alias as your name in your public account information.

5. Messages from FRNZY

On occasion, FRNZY may need to contact you. Primarily, these messages are delivered by email or by push notifications, and every account is required to keep a valid email address on file to receive messages. FRNZY may also contact you by telephone to provide member support or for transaction-related purposes if you request that we call you. Additionally, and with your consent, FRNZY may send you an SMS (or similar) message or physical mail in order to provide you with customer support or to provide you with information about products and features that you may find of interest. You may update your contact preferences in your account settings.

Some messages from FRNZY are service-related and necessary for members and Guest Checkout users. You agree that FRNZY can send you non-marketing emails or messages, such as those related to transactions, your account, security, or product changes. Examples of service-related messages include an email address confirmation/welcome email when you register your account, notification of an order, service availability and correspondence with FRNZY's support team.

You can unsubscribe at any time from marketing emails through the opt-out link included in marketing emails or messages.

A contact-importer feature is available to help you locate and connect with your friends and contacts who may be members of FRNZY (see the "Findability" section above for more information). If someone in your contact list is not already a member, you may invite them to join FRNZY and an email will be sent to them on your behalf. Recipients of email invitations may opt out of receiving future invitations by following instructions in the email invitation message. You may send an invitation only to someone who has given you consent to receive one.

6. Community

FRNZY is both a marketplace and a community. We offer several features that allow members to connect and communicate in public or semi-public spaces, such as Forums and Teams. You

don't have to use these features, but if you do, please use common sense and good judgment when posting in these community spaces or sharing your personal information with others through the Services. Be aware that any personal information that you choose to submit there can be read, collected, or used by others, or could be used to send unsolicited messages to you. We may engage certain third parties to assist in providing community services to you and, in the context of that relationship, we need to share some of your information with such third parties in order to provide that service. FRNZY generally does not remove content from community spaces, and your posts may remain public after your account is closed, although your name will no longer be displayed alongside the post. You are responsible for the personal information that you choose to post in community spaces through the Services.

Another member may follow your public activity on the Site to receive updates, such as when you add an item to your public Favourites. You may choose to make certain activities private through your account settings. After a member has begun following your activity, you have the option to block that member if you do not wish to share your updates with that specific person.

7. Information Uses, Sharing & Disclosure

When you access or use the Services, we collect, use, share, and otherwise process your personal information as described in this policy. We rely on a number of legal bases to use your information in these ways. These legal bases include where:

- necessary to perform the contractual obligations in our Terms of Use and in order to provide the Services to you;
- you have consented to the processing, which you can revoke at any time;
- necessary to comply with a legal obligation, a court order, or to exercise or defend legal claims;
- necessary for the purposes of our or a third party's legitimate interests, such as those of visitors, members, or partners;
- you have expressly made the information public;
- necessary in the public interest; and
- occasionally necessary to protect your vital interests, or those of others.

Note that we principally rely on consent (i) to send marketing messages, (ii) for third-party data sharing related to advertising, and, to the extent applicable, (iii) for the use of location data for advertising purposes.

Where we process your information on the basis of legitimate interests, we do so as follows:

Providing and improving our Services: We may use your information to improve and customise our Services, including sharing of your information for such purposes, and we do so as it is necessary to pursue our legitimate interests of improving our Services for our users. This is also necessary to enable us to pursue our legitimate interests in understanding how our Services are

being used, and to explore and unlock ways to develop and grow our business. It is also necessary to allow us to pursue our legitimate interests in improving our Services, efficiency, interest in Services for users and obtaining insights into usage patterns of our Services.

Keeping our Services safe and secure: We may also use your information for safety and security purposes, including sharing of your information for such purposes, and we do so because it is necessary to pursue our legitimate interests in ensuring the security of our Services, including enhancing protection of our community against spam, harassment, intellectual property infringement, crime, and security risks of all kind.

We respect your privacy. FRNZY will not disclose your name, email address or other personal information to third parties without your consent, except as specified in this policy.

We use your information to provide and improve the Services and our products, for billing and payments, for identification and authentication, for targeted online and offline marketing including through tools like Facebook Custom Audience and Google Customer Match, to contact members or interested parties, and for general research and aggregate reporting. For example, in accordance with our existing case resolution process, we may use information you provide to resolve disputes with FRNZY or other members. We may learn the sorts of products that you're interested in from your browsing and purchasing behaviour on (and off) the Site or Apps and suggest potential purchases as a result. As a core part of our Services, we have a legitimate interest in customising your on-site experience to help you discover relevant items and recommended purchases. Similarly, we or our sellers may advertise our Services or our sellers' products through a variety of different mediums and rely on your consent to do so off-site. As part of this, we may work with advertising partners such as Facebook or Google.

Buying and Selling: As part of the buying and selling process, FRNZY will facilitate the sharing of information between the two members involved in the transaction, such as the other FRNZY member's shipping address and payment information. By making a sale or a purchase on FRNZY, you are directing us to share your information in this way. Since this is an important part of the Services we provide, we need to do this in order to perform our obligations under our Terms of Use. We expect you to respect the privacy of the member whose information you have received. As described in FRNZY's Terms of Use and also the Seller Policy, you have a limited license to use that information only for FRNZY-related communications or for FRNZY facilitated transactions. FRNZY has not granted a license to you to use the information for unsolicited commercial messages or unauthorised transactions. Without express consent from that person, you must not add any member to your email or physical mailing list or otherwise use or store any member's personal information.

Legal and Safety: FRNZY may also retain, preserve, or release your personal information to a third party in the following limited circumstances: in response to lawful requests by public authorities, including to meet legitimate national security or law enforcement requirements; to protect, establish, or exercise our legal rights or defend against legal claims, including to collect

a debt; to comply with a court order, legal process, or other legal requirement; or when we believe in good faith that such disclosure is reasonably necessary to comply with the law, prevent imminent physical harm or financial loss, or investigate, prevent, or take action regarding illegal activities, suspected fraud, threats to our property, or violations of FRNZY's Terms of Use. In these cases, our use of your information may be necessary for the purposes of our or a third party's legitimate interest in keeping our Services secure, preventing harm or crime, enforcing or defending legal rights, or preventing damage. Such use may also be necessary to comply with a legal obligation, a court order, or to exercise or defend legal claims. It may also be necessary in the public interest (such as to prevent crime) or to protect vital interests (in rare cases where we may need to share information to prevent loss of life or personal injury).

If FRNZY receives a lawful, verified request for a member's records or information in one of the limited circumstances described in the previous paragraph, FRNZY may disclose personal information, which may include, but may not be limited to, a member's name, address, phone number, email address, and company name.

Affiliated Businesses: FRNZY is affiliated with a variety of businesses and works closely with them for a variety of purposes, including assisting us to perform and improve the Services. These businesses may sell items or services to you through the Services or, with your consent, offer promotions (including email promotions) to you. FRNZY may also provide services or sell products jointly with affiliated businesses, including providing information to such partners to allow them to more effectively market to you. When an affiliated business assists in facilitating your transaction, we may need to share information related to the transaction with that affiliated business in order to facilitate your transaction, and this forms part of the Services we provide in accordance with our Terms of Use. We rely on consent (which can be withdrawn at any time) to send marketing messages and for third-party sharing relating to advertising.

Aggregated Information: FRNZY may share demographic information with business partners, but it will be aggregated and de-personalised, so that personal information is not revealed.

Service Providers: FRNZY also needs to engage third-party companies and individuals (such as payment processors, research companies, and analytics and security providers) to help us operate, provide, and market the Services. These third parties have only limited access to your information, may use your information only to perform these tasks on our behalf, and are obligated to FRNZY not to disclose or use your information for other purposes. Our engagement of service providers is often necessary for us to provide the Services to you, particularly where such companies play important roles like processing payments and shipments and helping us keep our Service operating and secure. In some other cases, these service providers aren't strictly necessary for us to provide the Services, but help us make it better, like by helping us conduct research into how we could better serve our users. In these latter cases, we have a legitimate interest in working with service providers to make our Services better.

Business Reorganisation: In some cases, FRNZY may choose to buy or sell assets. Such transactions may be necessary and in our legitimate interests, particularly our interest in making decisions that enable our business to develop over the long term. In these types of transactions (such as a sale, merger, liquidation, receivership, or transfer of all or substantially all of FRNZY's assets), member information is typically one of the business assets that is transferred. If FRNZY intends to transfer information about you, FRNZY will notify you by email or by putting a prominent notice on the Site and the App, and you will be afforded an opportunity to opt out before information about you becomes subject to a different privacy policy.

Third Parties: Third-party plug-ins also may collect information about your use of the Site. For example, when you load a page on FRNZY that has a social plug-in from a third-party site or service, such as a "Like" or "Send" button, you are also loading content from that third-party site. That site may request cookies directly from your browser. These interactions are subject to the privacy policy of the third-party site. In addition, certain cookies and other similar technologies on the Site are used by third parties for targeted online marketing and other purposes. These technologies allow a partner to recognise your computer or mobile device each time you use the Services. Please be aware that when you use third-party sites or services, their own terms and privacy policies will govern your use of those sites or services. FRNZY chooses and manages these third-party technologies placed on its Sites and Apps. However, these are third-party technologies, and they are subject to that third party's privacy policy. For more information, see our Cookies & Similar Technologies Policy. We rely on your consent to drop and read non-technically necessary cookies.

We can speak only for ourselves; this policy does not apply to the practices of third parties that FRNZY does not own or control or individuals that FRNZY does not employ or manage. If you provide your information to others, different practices may apply to the use or disclosure of the information that you provide to them. FRNZY does not control the privacy policies of third parties, including other members who sell using the Services or API users. FRNZY is not responsible for the privacy or security practices of these sellers, API users, or other websites on the Internet, even those linked to or from the Services. We encourage you to read the privacy policies and ask questions of third parties before you disclose your personal information to them.

8. Security

The security of your personal information is important to us. We follow generally accepted standards to protect the personal information submitted to us, both during transmission and after it is received. Your account information is protected by a password. It is important that you protect against unauthorised access to your account and information by choosing your password carefully and by keeping your password and computer secure, such as by signing out after using the Services. If you have any questions about the security of your personal information, you can contact us at connect@frnzy.in

FRNZY encrypts certain information (such as credit card numbers) using secure socket layer technology (SSL). FRNZY follows generally accepted industry standards to protect the personal information submitted to us, both during transmission and after it is received. Unfortunately, no method of transmission over the internet or method of electronic storage is 100% secure. Therefore, while we strive to protect your personal information, we can't guarantee its absolute security. FRNZY offers optional advanced security settings for members, such as two-factor authentication for signing in, full-site SSL, and login history; you can enable these options under your account settings.

9. Retention

FRNZY will retain your information only for as long as is necessary for the purposes set out in this policy, for as long as your account is active (i.e., for the lifetime of your FRNZY member account), as described in this policy, or as needed to provide the Services to you. If you no longer want FRNZY to use your information to provide the Services to you, you may close your account. FRNZY will retain and use your information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your information to comply with applicable tax/revenue laws), resolve disputes, enforce our agreements, and as otherwise described in this policy. In addition, FRNZY sellers may also be required to retain and use your information in order to comply with their legal obligations. Please note that closing your account may not free up your email address, username, or shop name (if any) for reuse on a new account. We also retain log files for internal analysis purposes. These log files are generally retained for a brief period of time, except in cases where they are used for site safety and security, to improve site functionality, or we are legally obligated to retain them for longer time periods.

10. Your Rights You may benefit from a number of rights in relation to your information that we process. Some rights apply only in certain limited cases, depending on your location. If you would like to manage, change, limit, or delete your personal information, you can do so via your FRNZY account settings. By visiting your account settings, you can access, correct, change, and delete certain personal information associated with your account.

11. Your Responsibilities

If you sell using our Services or use FRNZY's API, you may receive and determine what to do with certain personal information, such as when communicating with users and entering into transactions with buyers. This means you process personal information (for example, buyer name, email address, and shipping address) and, to the extent you do so, under EU law, you are an independent controller of data relating to other users that you may have obtained through the Services.

You are responsible for protecting user personal information you receive or process and complying with all relevant legal requirements when you use the Services. This includes applicable data protection and privacy laws that govern the ways in which you can use a user's information. Such laws may require that you post, and comply with, your own privacy policy, which must be accessible to FRNZY users you interact with and compatible with this policy and FRNZY's Terms of Use.

As a data controller, to the extent that you process user personal information outside of the Services, you may be required under applicable data protection and privacy laws to honour requests for data access, portability, correction, deletion, and objections to processing. Also, if you disclose personal information without the buyer's proper consent, you are responsible for that unauthorised disclosure. This includes, for example, disclosures you make or unintentional data breaches. For example, you may receive a buyer's email address or other information as a result of entering into a transaction with that buyer. This information may only be used for FRNZY-related communications or for FRNZY-facilitated transactions. You may not use this information for unsolicited commercial messages or unauthorised transactions. Without the buyer's consent, and subject to other applicable FRNZY policies and laws, you may not add any FRNZY member to your email or physical mailing list, use that buyer's identity for marketing, or obtain or retain any payment information. Please bear in mind that you're responsible for knowing the standard of consent required in any given instance.

If FRNZY and you are found to be joint data controllers of personal information, and if FRNZY is sued, fined, or otherwise incurs expenses because of something that you did as a joint data controller of buyer personal information, you agree to indemnify FRNZY for the expenses it occurs in connection with your processing of buyer personal information.

12. Withdrawing Consent

Where you have provided your consent, you have the right to withdraw your consent to our processing of your information and your use of the Services. You can choose to withdraw your consent to our processing of your information and your use of the Services at any time by closing your account through your account settings and then emailing connect@frnzy.in for any such request.

13. Privacy Policy Changes

We may amend or update this policy from time to time. If we believe that the changes are material, we'll let you know by doing one (or more) of the following: (i) posting the changes on or through the Services, (ii) sending you an email or message about the changes, or (iii) posting an update in the version notes on the Apps' platform. We encourage you to check back regularly and review any updates.

14. Contact: If you have any questions: please email us at connect@frnzy.in