

## **FREEVO™ ONLINE PRIVACY POLICY**

**Update Effective: 1 May 2017**

This Online Privacy Policy ("Policy") explains how and when Roccabella Holdings, LLC, a Delaware Limited Liability Company, which does business as Freevo (in this Policy, called "Freevo"<sup>SM</sup>, "we" or "us") acquire, use, disclose and protect certain information you, as either a user of the Sites, **Merchant** or **Consumer** may communicate to or through one or more of the Sites (as those terms are defined below).

### **1. DEFINITIONS**

The following words have the meanings indicated when they are used in this Policy:

**"ACCOUNT"** means a Freevo Merchant or Consumer Account, created through the Merchant Site or Application, respectively and as applicable;

**"APPLICATION"** means the Freevo software application that is installed on a Consumers Device, and which serves as the interface between the Device and the Platform;

**"CONSUMER"** means an individual end-user who installs the Application on one or more Devices in order to obtain one or more Merchant Offerings for his or her personal use or consumption;

**"DEVICE"** means a mobile phone with internet connectivity, a tablet or a similar mobile electronic communication device compatible with and capable of accessing and utilizing the Application and Platform;

**"DEVICE DATA"** means information concerning a Device, such as operating system type or mobile device model, browser type, domain, and other system settings, the language your system uses and the country and time zone of your device, geolocation, unique device identifier or other device identifier, mobile phone carrier identification, and device software platform and firmware information;

**"GOODS"** means the merchandise offered by Merchants to Consumers for free or at a discount as part of a Merchant Offering;

**"MERCHANT"** means a retail provider of Goods or Services who has contracted with Freevo to use the Platform to promote its business;

**"MERCHANT OFFERING"** means the free or discounted Goods and/or Services, offered by Merchants through the Platform or Application to Consumers in exchange for a Coupon;

**"PARTNER"** - a third party commercial entity with which Freevo has a contractual or similar relationship;

**"PERSONAL INFORMATION"** means all personally identifiable, nonpublic information about a Consumer or Merchant generated or collected through the Sites or Platform by Freevo or you which can be used to distinguish or trace your identity, alone, or when combined with other personal or identifying information which is linked or linkable to you. "Personal Information" includes, but is not necessarily limited to, email addresses, phone numbers, purchase preferences and tendencies, and financial transaction, Account data and all previous, current and future textual, graphic or other content on the Sites.

**“PLATFORM”** means the technology platform developed by Freevo, which functions to drive targeted Consumers, using GPS location-based technology, into retail stores and service providers by offering Consumers, on behalf of the Merchants, free or discounted Goods and/or Services;

**“PROGRAM”** means the promotional program through which Consumers may, by accessing the Platform, obtain Coupons redeemable for Merchant Offerings;

**“SERVICES”** means a personal services offered by a Merchant to Consumers for free or at a discount as part of a Merchant Offering;

**“SITES”** means the websites [www.freevo-app.com](http://www.freevo-app.com) (and or any of its sub-domains), the Application, the Platform, any social media or third party sites/pages/applications managed by or registered to Freevo and any other websites we presently or in the future own or control or which reference these Terms of Use;

## **2. YOUR ACCEPTANCE OF THIS POLICY**

2.1 By using or accessing the Sites in any manner, you agree to be bound by this Policy;

2.2 If you do not agree to this policy, you must: (as applicable)

- Immediately stop accessing, using or attempting to use or access the Sites;
- Cancel your Freevo Account
- Delete the Application from your Device;
- Refrain from:
  - Using or attempting to participate in the Program or any Merchant Offering; or
  - Downloading, using or attempting to use any Coupon, or otherwise attempting to obtain any Goods or Services offered through the Sites.

2.3 Changes to this Policy

- We reserve the right to change this Policy or to impose new conditions at any time.
- We will post the revised Policy on the affected Site(s). By accessing or using any of the Sites after we post any such changes, you accept the revised Policy.

## **3. WHEN DOES FREEVO COLLECT MY PERSONAL INFORMATION?**

We may collect your Personal Information when you:

- Visit or interact with any of the Sites;
- Contact us other than through a Site (for example, by e-mail) for customer service or other purposes;
- Open or respond to our e-mails;
- Establish an Account;
- Click on any Freevo ad or content appearing on the website of a Partner or other third party;
- Purchase or redeem Goods or Services on or through the Site; or
- Connect or link to any Site via any social networking site.

We may also use cookies, tags, web beacons, Device Data or similar technology to keep records, store your preferences, improve our advertising or collect information other than Personal Information.

#### **4. HOW DOES FREEVO USE MY PERSONAL INFORMATION?**

We (or authorized third parties on our behalf), may use information we collect for any purpose permitted by law, including:

- Operate, maintain and improve the Sites, the Platform and the Program;
- Evaluate your eligibility for or interest in products and services offered by us or Partners;
- Facilitate, fulfill and track purchase orders or Merchant Offerings;
- Answer your questions and respond to your requests;
- Perform analytics and conduct customer research;
- Send you reminders, technical notices, updates, security alerts, support and administrative messages, service bulletins, marketing messages, and requested information, including on behalf of Partners;
- Administer any promotional activities or events sponsored by us or Partners; or
- Meet and manage our everyday operational or other business needs, or
- Comply with applicable law or any valid order of a court or governmental agency.

#### **5. WHEN MAY FREEVO SHARE MY PERSONAL INFORMATION?**

We (or authorized third parties on our behalf) may share your Personal Information:

- As required or permitted by law;
- With any Partner, but only for the purposes described in this Policy;
- With third parties who provide services for us; and who are required to protect the Personal Information;
- To report or collect on debts owed to us or our Partners;
- To operate the Sites;
- To enable us to facilitate transactions between you and a Merchant or Consumer, as applicable;
- With any prospective acquirer of or investor in Freevo or its assets, provided such acquirer or investor is bound by a non-disclosure or confidentiality agreement;
- To comply with legal orders and government requests, or as needed to support auditing, compliance, and corporate governance functions;
- To detect, prevent, investigate or prosecute fraud or criminal activity;
- As necessary in connection with any legal proceedings affecting Freevo;
- In response to a subpoena, or similar legal process, including to law enforcement agencies, regulators, and courts;
- With your consent; or

- In addition, unless prohibited by law from doing so, we may identify you by name and e-mail address and Goods or Services redeemed to any Merchant whose Merchant Offering you redeem.

## **6. Can I Limit the Type or Amount of Information I Provide To Or Receive From Freevo And Its Partners?**

### **6.1 The Information You Provide to Us**

You may be able to limit the amount or type of information you provide to us by adjusting the privacy and/or security settings on your computer or Device.

### **6.2 Information We Provide to You**

You may opt out of receiving commercial electronic communications from Freevo and its Partners by following the opt-out instructions in the emails we send. You must allow our Partners and us a reasonable period of time to act on your request. Also, if you opt out of receiving messages from us we may still send you non-promotional communications related to any operational or other aspect of your relationship with Freevo.

## **7. HOW DOES FREEVO PROTECT MY PERSONAL INFORMATION?**

Freevo and its vendors have implemented an information security program containing administrative, technical and physical controls designed to reasonably safeguard Personal Information including (but not limited to) encryption technology to secure financial Personal Information. Freevo consistently uses its best efforts to ensure the security of your Personal Information, but cannot guaranty that its methods will prevent any and all data breaches.

In the event of a data breach, Freevo will comply promptly with all applicable notification, remediation and other requirements imposed by applicable federal and state law.

## **8. SOCIAL MEDIA AND SOCIAL COMMENTARY SITES**

In some instances, you may (i) access the Sites using certain social network credentials or applications; and/or (ii) through the Sites, gain access areas, pages or sites in which you may be able to publicly post information, communicate with others. The collection, use, protection and disclosure of any Personal Information you share in connection with such access will be governed by the privacy policy and settings of the relevant website or application.

## **9. CHILDREN'S ONLINE PRIVACY**

The Sites are designed and intended for adults. Freevo does not knowingly allow access to or use of the Sites by underage persons. By accessing a Site for any reason, you represent to us that you are at least thirteen (13) years old. By accessing the Sites for purposes of creating or utilizing an Account, you represent to us that you are at least eighteen (18) years old.

## **10. CONTACT US**

You can direct any questions or comments about our privacy practices or this Privacy Policy to us at [legal@freevo-app.com](mailto:legal@freevo-app.com)