

# Privacy Policy

This Privacy Policy is effective as of 3<sup>rd</sup> August 2018.

Trasso Sdn. Bhd. (“Trasso” / “i-fix” or “We”) values your privacy. We manage the information that We collect from you in accordance with all the applicable privacy legislation in Australia, Malaysia and Singapore.

In this Privacy Policy (“Policy”), We describe how Trasso handles your personal information, and sets out the rights and obligations that both you and Trasso or i-fix have in relation to your personal information.

By accessing [www.trasso.io](http://www.trasso.io) or [www.i-fix.io](http://www.i-fix.io) (the “Sites”) and using our apps, Trasso or i-fix (the “Apps”) you accept and agree to the Terms and Conditions of Trasso’s User Agreement (“User Agreement”), which includes your consent to, and authorization of, the collection, use and disclosure of your personal information in accordance with this Policy. **IF YOU DO NOT AGREE TO THIS USER AGREEMENT, PLEASE DO NOT ACCESS OR USE THE SITES OR APPS.**

## 1. Collection of Your Personal Information

We provide unique, innovative, community-based online outsourcing services. A failure by you to provide all the necessary information requested by us may mean that you will be prevented from enjoying the full benefit and optimum experience of the Sites and the Apps as We are unable to provide some or all of our services to you.

We collect your personal information when you register with Trasso or i-fix. This may include, but is not limited to your,

- Name
- Address
- Phone number
- Contact Information
- Date of Birth

- Gender
- Age
- Email Address
- Credit card and Account details
- Occupation
- Interests

We may also give you the option of providing or including a photo or video to be associated with your Trasso or i-fix user ID.

If any of your personal information (including those that are listed above), have changed, it is your responsibility to update your Trasso or i-fix account with the necessary changes. This is to ensure that our records are complete, accurate and up to date.

You are not anonymous to us when you log into the Sites or Apps or when you post any content (including tasks, items to be supplied, bids, comments or feedback) on the Sites or Apps or any associated forums. To enable us to improve our existing services and to create new service features, Trasso and i-fix may collect, and share with other users and service providers on Trasso or i-fix, information about the way you use our services which include, but is not limited to,

- The transactions entered into on the Sites or Apps
- Feedback rating (including any references requested by using our “Reference” feature)
- The bids made
- The comments posted
- The transactions entered into with our valued affiliate service providers
- The transactions you enter into on the Sites or Apps

Your user ID and all the material that you post are visible to other Trasso or i-fix users and are also publicly available to other internet users when you,

- Use the Sites or Apps to post a task or item to be supplied, or make a bid, or comment on a bid, or provide feedback on other users; or
- Otherwise communicate in a public forum on the Sites or Apps.

We strongly encourage you to use caution and discretion when posting as you are solely responsible for your content. We do not in any way control, take no responsibility and assume no liability for the disclosure or use of personal information which is voluntarily posted by you in any publicly accessible areas of the Sites or Apps.

We may receive and record information from your internet browser and computer, including IP addresses, cookies (see Section 3 below), software and hardware attributes, and your page requests.

We may also collect data on your internet behavior from social networking sites i.e Facebook and other services. You may be able to access the Sites or the Apps through a social networking account namely, Facebook. If you access the Sites or the Apps using your own Facebook account, we may then have access to certain information that is included in your profile and the content of your posts.

These sites' have their own privacy policies and therefore control the information that it collects from you. For information on how such social networking sites may use and disclose your information, including any information you make public, please consult the sites' privacy policies. We have no control over how any third party site uses or discloses the personal information it collects about you.

We may collect and process information about your actual location (for example, GPS signals sent by your mobile device) when you use the Sites or the Apps. We may use a range of different technology to confirm your location. If you access the Sites or the Apps through a device such as your mobile device and wish to not provide us with your location, you can disable the GPS or the location-tracking functions, provided that your device allows you to do this. However, if you disable certain functions, certain parts of the Sites or the Apps may not be accessed or enjoyed by you.

## 2. Use of your Personal Information

We may use the information collected to provide the Trasso and i-fix Services which include, but is not limited to,

- Identification and Authentication;
- To protect Trasso and the users of the Sites or the Apps;
- To customize the content and any advertising displayed on the Sites or Apps;
- To provide, maintain, protect and improve our Services;
- Providing your information to a user with whom you have or had a contract facilitated by Trasso;
- As required by law, order of a court, tribunal or regulator or if We reasonably believe that the use or disclosure of the information is reasonably necessary for enforcement related activities;
- To develop new service features;
- To ensure that We receive payment of the fees due to it;
- To contact you (for example, to inform you about upcoming changes or improvements to our services);
- To conduct research;
- To permit content on the Sites or the Apps (such as postings or third party advertisements to be targeted, on an aggregate basis, to the users for whom it is most likely to be relevant);
- To expand our user base;
- To develop our relationships with affiliate service providers;
- To provide or arrange internal or external verification services obtained by you via the Sites or Apps; and
- To generate data reports on an aggregated, non-personally identifiable basis, for both internal and third party use, but subject to any applicable laws (for example, We may show advertisers or investors trends relating to the general use of Trasso's services)

We may also use your contact information for accounting, invoicing, billing and marketing purposes by third party service providers to Trasso. Your contact information may be used to respond to any enquiries made and in certain instances, your contact information may be transferred overseas.

We may keep a record of the communication(s) between you and Trasso to help resolve any issues you might have or encountered when you contact Trasso. We may also show other user(s) your personal information if such user(s) of the Sites or the Apps possess your user ID (or other information identifying you), and that you have chosen to upload a photo or other personal information to your Trasso or i-fix account.

In certain circumstances, We will use your email address to administer our User Agreement (for example, We may notify you of a breach, or action a request for a Take Down Notice in response to a claim of copyright infringement).

If We collect, use or disclose any information from you that is not personal information but is sensitive information (for example, information relating to police checks conducted on user(s) of the Sites and the Apps), then We will seek consent directly from you, each time We collect, use or disclose your sensitive information including for direct marketing purposes. We will not use or disclose your sensitive information for any other purpose unless the purpose is directly related to the primary purpose for which your sensitive information was collected.

### **3. Security Deposit and Withdrawal Processing**

In the course of making a deposit, users will need to provide information on the method of deposit (for example, credit card number and other credit card details). This information in conjunction with your other personal information will be used to clear financial transactions and penalties executed by you with Trasso. You are required to advise us of, or to update your Trasso or i-fix account of any relevant changes to your personal information.

If you have registered on the Sites or the Apps, then your computer or device may store an identifying cookie or an anonymous identifier, which can save you time each time

you re-visit the Sites or the Apps as it will access your information when you sign in to Trasso or i-fix.

Trasso and i-fix may use cookies and anonymous identifiers for a number of purposes including, but not limited to,

- Accessing your information when you sign in
- Keeping track of your preferences
- Directing specific content to you
- Reporting on Trasso's and i-fix's user base
- Improving Trasso's services.

We may also use cookies or anonymous identifiers when you interact with our affiliate service providers (for example, when you integrate your Trasso or i-fix account with your Facebook profile).

You can choose to either accept or decline cookies. Most web browsers automatically accept cookies, but should you choose to decline such cookies, you can then modify the settings on your internet browser. If you do agree to change the settings on your internet browser to either block or restrict cookies (including cookies associated with Trasso's services), or to indicate when a cookie is being set by Trasso or i-fix, the Trasso and i-fix Services may not work as intended. You should remember that, while you may still be able to use the Sites if your cookies are disabled, our Services may not function as intended on your device and that you may not be able to take full advantage of certain Trasso or i-fix features.

#### **4. Protecting and Maintaining Personal Information**

Your account is protected by a password for your privacy and security. We will take all reasonable and practical steps to protect the information that We hold about you from unauthorized access, use, disclosure, misuse, abuse, modification, alteration or destruction. However, We cannot promise and do not guarantee the absolute security of that information, or that our systems will be completely free from third party interception

or are incorruptible from viruses. We cannot promise and do not guarantee the information that you sent from your computer to us over the internet will be protected from any form of encryption (encoding software).

In light of this, We cannot promise and do not ensure or warrant the security or privacy of your personal information, including payment and account details. You should note that, you transmit your personal information to us at your own risk.

You are also entirely and solely responsible for maintaining the security of your passwords and/or account information. You are strongly encouraged and advised to take all reasonable and practical steps in protecting against unauthorized access to your password and/or device. We will not be responsible for any lost, stolen or compromised passwords, or for any activity on your Trasso or i-fix account via unauthorized password activity.

## **5. Third Parties**

The Sites may contain links to third party websites including the networks of our valued affiliate service providers, advertisers, Stripe and EGHL, or make available services obtained from third parties, including verification services by third party verification providers. If you follow a link to any of these websites, for instance, Stripe or EGHL's payment system, or use any of the systems obtained from third party service providers via the Sites or the Apps that require you to provide personal information (including sensitive information if relevant) directly to such third parties (for instance, third party verification providers), note that they have their own privacy policies. If you use our Sites or the Apps to link to another site, or use a service obtained from a third party service provider via the Sites or the Apps, you will be subject to that site's or third party's terms and conditions of use, privacy policy and security statement. You are strongly encouraged and advised to read the terms and conditions of use, privacy policies and security statements of the other websites before disclosing your personal information on such websites.

We do not control, take no responsibility and assume no liability for the privacy policy of, and use of personal information by, any party other than Trasso, including any user of the Sites or the Apps, the operators of any website to which the Sites or the Apps links, or third party service providers to whom you directly provide your personal information (including sensitive information if relevant) to.

If We are involved in a merger, acquisition or asset sale, We will give the affected users of the Sites or the Apps notice, before their personal information is transferred to another entity or becomes subject to a different privacy policy.

Third party vendors, including Google, may show Trasso and i-fix ads on sites across the internet.

The Sites and the Apps make use of the Google Maps API to assist with location based information. More information about the Google Maps API and their related privacy policy can be found here, <https://policies.google.com/privacy>. You are advised to read the abovementioned privacy policy before agreeing to this User Agreement.

For the avoidance of doubt, if you use any verification services made available by Trasso or i-fix via its Sites or Apps, that are not performed by Trasso or i-fix but a third party verification provider, then any personal information (including sensitive information if relevant) that you provide as required by that third party in order to perform its verification services, will be collected directly by the relevant third party verification provider and will not be collected, handled, stored or otherwise used by Trasso. We will only receive your verification status from the third party verification provider (for example, “granted” or “not granted” or such other like status) in order to issue any relevant Verification Badge on the Site. The use and handling of personal information (including sensitive information if relevant) remains the responsibility of the third party verification provider under its own privacy policy.

## **6. Marketing**

When you register on the Sites or the Apps, you may be given the opportunity to elect (“opt-in”) to receive updates on our latest services, news and special offers, and those

of our valued affiliate service providers (“Marketing Material”), via your Trasso or i-fix account, personal e-mail address, post or telephone. If you conclude a transaction on the Sites, you may also be given the opportunity to opt-in to receive Marketing Material from Trasso and our valued affiliate service providers.

Once you opt-in to receive the Marketing Material, you may, at any time, opt-out of receiving the Marketing Material. You can click on the “unsubscribe” link in any e-mail containing the Marketing Material that We sent you, or you can request an opt-out by emailing Trasso using the contact information provided on the Sites or the Apps. If you no longer consent to receiving the Marketing Material then you must opt-out in one of these ways.

We may contact you as the result of a referral by another user of the Sites or the Apps who have provided us with your contact information such as, your name and e-mail address. The use of the contact information received in connection with the referral will be governed by this Policy. You may, at any time, opt-out of Trasso’s and i-fix’s referral systems by emailing Trasso using the contact information provided on the Sites or the Apps.

We also use Remarketing with Google Analytics to advertise online. Using the Ads settings in a personal Google account, visitors can then opt-out of Google Analytics for Display Advertising and to customize the Google Display Network ads.

Marketing Trasso and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize and serve ads based on someone’s past visits to the Sites.

Using the Ads Settings in a personal Google account, visitors can opt-out of Google Analytics for Display Advertising and customize Google Display Network Ads.

## **7. Administrative Communications**

We reserve the right to send you administrative and account-related messages that you may not opt-of. To cease all communications to you from Trasso, you must close down your Trasso and/or i-fix account.

## **8. Accessing, Updating, Editing and Deleting Your Personal Information**

We will allow you, at any time, to access, review, edit, update and/or delete the personal information that We hold about you, unless:

- We are legally permitted or required to deny you any access to, and/or to retain the information; or
- You make request(s) that are unreasonably repetitive, require Trasso to make a disproportionate technical effort (for example, to develop an entirely new system), risking the privacy of others, or would be highly impractical to comply with.

You are strongly encouraged and advised to promptly update your personal information should you notice any changes therein or the information stated therein are inaccurate or misleading. If you wish to access the personal information that We hold about you, or to delete your Trasso or i-fix account, you should contact us [here](#).

Should you wish to remove or delete your Trasso or i-fix account, we will close that said account and remove your personal information from view as soon as reasonably possible upon your request. However, we may retain information from closed accounts in order to comply with the law, prevent fraud, troubleshoot problems, collect any fees owed, assist with any investigations of any user, resolve disputes, enforce our Terms and Conditions and/or for any other purposes otherwise permitted by law that we deem necessary in our sole discretion. However, you agree and accept that We will not be responsible to you for any retained information that is related to your account once your account has been removed, closed or deactivated.

We need to prevent information in our systems from being accidentally or maliciously destroyed. This means that, where you delete information from our services, residual copies of that information on our active servers, as well as any corresponding information on our back-up systems, may not be immediately deleted.

## **9. Privacy of Minors**

The Sites or the Apps are not designed for individuals under the age of eighteen (18) years (“Minors”). Only individuals who are eighteen (18) years of age or older may use the Sites or the Apps.

If we discover that an individual under the age of eighteen (18) has provided us with personal information, such information will be deleted and the account belonging to that said individual will be closed.

## **10. Privacy Concerns**

Should you have any concerns about how We handle your personal information or require further information, please e-mail Trasso using the contact information provided on the Sites or the Apps.

If you make a formal written complaint in relation to our compliance with this Policy, We will contact you to follow up on that complaint. Other than the material that you have voluntarily chosen to post on the Sites or the Apps, (such as Sender postings, bids and comments on other users), the only information about you that We will post publicly is your Trasso or i-fix public profile.

## **11. Changes to this Policy**

THIS POLICY IS CURRENT AS OF THE EFFECTIVE DATE SET FORTH ABOVE. TRASSO MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, MODIFY THIS POLICY (AND UPDATE THE WEB PAGE ON WHICH IT IS DISPLAYED) FROM TIME TO TIME. TRASSO WILL SEND NOTIFICATIONS OF ANY SUCH MODIFICATIONS TO YOUR TRASSO OR I-FIX ACCOUNT AND/OR YOUR REGISTERED EMAIL

ADDRESS. WE STRONGLY ENCOURAGE AND ADVISE YOU TO CHECK YOUR ACCOUNTS AND THE POLICY REGULARLY. BY ACCESSING OR CONTINUING TO USE OUR SITES AND/OR APPS AFTER ANY CHANGES TO THE POLICY, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD AND AGREE TO BE BOUND BY THIS POLICY INCLUDING ANY CHANGES, AMENDMENTS AND/OR VARIATIONS MADE TO IT.

Trasso Sdn. Bhd. copyright 2018 All rights Reserved.