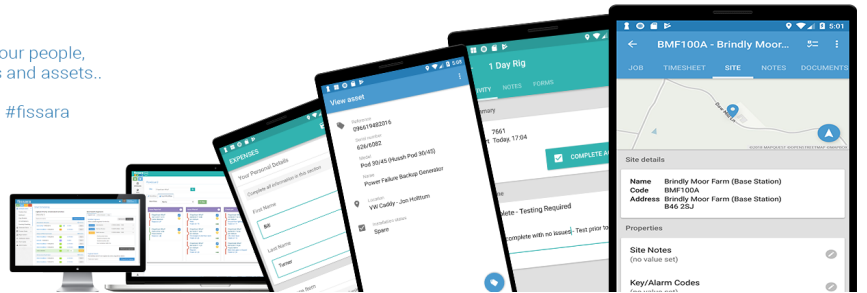


# Privacy Policy

Manage your people,  
processes and assets..

#Simple = #fissara



## Introduction

Fissara Ltd is committed to protecting and respecting your privacy. This policy explains what information Fissara Ltd ("FISSARA") and its related entities collect about you and why, what we do with that information, how we share it, and how we handle the content you place in our products and services. It also explains the choices available to you regarding our use of your personal information and how you can access and update this information. We will always comply with applicable data protection legislation.

## Definitions

**Content:** any information or data that you upload, submit, post, create, transmit, store or display in an FISSARA Service.

**Downloadable Products:** FISSARA's downloadable software products and mobile applications, including Add-Ons created by FISSARA, that are installed by customers on an infrastructure of their choice. Downloadable Products do not include Add-Ons created by third parties, even when they are accessed through FISSARA.com or available through the FISSARA Marketplace.

**Information:** all the different forms of data, content, and information collected by us as described in this Privacy Policy.

**Personal Information:** information that may be used to readily identify or contact you as an individual person, such as: name, address, email address, or phone number. Personal Information does not include information that has been anonymised such that it does not allow for the ready identification of specific individuals.

**SaaS Products:** FISSARA's "Cloud" hosted solutions, as well as other FISSARA hosted solutions.

**Websites:** FISSARA's websites, including but not limited to FISSARA.com, Customer Support Portal, and any related websites, sub-domains and pages.

## Scope of Privacy Policy

This Privacy Policy applies to the information that we obtain through your use of "FISSARA Services" via a "Device" or when you otherwise interact with FISSARA products.

"FISSARA Services" include our:

- Websites
- SaaS Products (e.g. Web Applications)
- Downloadable Products (e.g. Mobile Applications)

but does not include:

- FISSARA products or services for which a separate privacy policy is provided.
- Third Party Products. These are third party products or services that you may need or choose to integrate with FISSARA product or services, such as but not limited to Browsers, Plugins (e.g. Adobe PDF Reader, Flash) or any Third-party Add-Ons. You should always review the policies of third party products and services to make sure you are comfortable with the ways in which they collect and use your information.

A "**Device**" is any computer used to access the FISSARA Services, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device.

Unless otherwise stated, our SaaS Products and our Downloadable Products are treated the same for the purposes of this document.

By registering for or using FISSARA Services you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy.

## Changes to our Privacy Policy

We may change this Privacy Policy from time to time. If we make any changes, we will notify you by revising the "Effective Starting" date at the top of this Privacy Policy. If we make any material changes, we will provide you with additional notice (such as by adding a notice on the FISSARA Services homepages, login screens, or by sending you an email notification). We encourage you to review our Privacy Policy whenever you use FISSARA Services to stay informed about our information practices and the ways you can help protect your privacy.

If you disagree with any changes to this Privacy Policy, you will need to stop using FISSARA Services and deactivate your account(s), as outlined below.

## Information you provide to us

The information and data collected by Fissara Ltd is owned by and is the sole responsibility of the customer to ensure the data is correct and that consent has been agreed.

**Account and Profile Information:** fissara collects information about you and your company as you register for an account, create or modify your profile, use, access, or interact with fissara (including but not limited to when you upload, download, collaborate on or share Content).

Information we collect includes:

- Contact information such as name, email address, mailing address, and phone number
- Profile information such as a username, profile photo, NI Number and job title
- Important safety information such as Dates of medicals and medical notes concerning individual users
- Location information - this is used for duty of care mapping and vicinity job allocation

You may provide this information directly when you enter it in FISSARA Services. In some cases, another user (such as a system administrator) may create an account on your behalf and may provide your information, including Personal Information (most commonly when your company requests that you use our products).

If you are an employee of one of our customers and would no longer like us to process your information, please contact your employer. If you are providing information (including Personal Information) about someone else, you must have the authority to act for them and to consent to the collection and use of their Personal Information as described in this Privacy Policy.

**Content:** We collect and store Content that you create, input, submit, post, upload, transmit, store or display in the process of using fissara. Such Content includes any Personal Information or other sensitive information that you choose to include ("incidentally-collected Personal Information").

Information we collect from your use of FISSARA Services

**Web Logs:** As is true with most websites and services delivered over the Internet, we gather certain information and store it in log files when you interact with our fissara Products. This information includes internet protocol (IP) addresses as well as browser type, internet service provider, operating system, date/time stamp, information you search for, locale and, identification numbers associated with your Devices and system configuration information. Occasionally, we connect Personal Information to information gathered in our log files as necessary to improve FISSARA Services for individual customers. In such a case, we would treat the combined Information in accordance with this privacy policy.

**Analytics Information from device downloads:** We collect analytics information regarding the health of the application. When there is an issue, the user can specifically produce a log on the fissara device and send it to us. This data contains data collected on the device and is used to determine the cause of issues and helps us recover any data into your system, resolve any bugs and improve future stability.

**Analytics Information Derived from Content:** Analytics information also consists of data we collect as a result of running queries against Content across our user base for the purposes of generating Usage Data. "Usage Data" is aggregated data about a group or category of services, features or users that does not contain Personal Information. For example, we may query Content to determine the most common types of workflows that users use by searching for the most common workflow names.

Though we may happen upon sensitive or Personal Information as we compile Usage Data from Content across user instances, this is a byproduct of our efforts to understand broader patterns and trends. It is not a concerted effort by us to examine the Content of any particular customer.

**Cookies and Other Tracking Technologies:** FISSARA Services uses various technologies to collect information, such as cookies and web beacons. Cookies are small data files stored on your hard drive or in device memory. We use cookies to improve and customize FISSARA Services and your experience; to allow you to access and use fissara without re-entering your username or password. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from websites you visit. If you do not accept cookies, however, you may not be able to use all aspects of the system.

## How we use Information we collect

We use the Information we collect about you (including Personal Information to the extent applicable) for a variety of purposes, including to:

- Provide, operate, maintain, improve, and promote FISSARA Services;
- Enable you to access and use FISSARA Services, including uploading, downloading, collaborating on and sharing Content;
- Process and complete transactions, and send you related information, including purchase confirmations and invoices;
- Send transactional messages, including responding to your comments, questions, and requests; providing customer service and support; and sending you technical notices, updates, security alerts, and support and administrative messages;
- Monitor and analyse trends, usage, and activities in connection with FISSARA Services and for marketing or advertising purposes;
- Investigate and prevent fraudulent transactions, unauthorized access to FISSARA Services, and other illegal activities;
- Enable you to communicate, collaborate, and share Content with users you designate; and
- For other purposes about which we obtain your consent.

Notwithstanding the foregoing, we will not use Personal Information appearing in our Analytics Logs or Web Logs for any purpose. The use of Information collected through our FISSARA Services shall be limited to the purposes disclosed in this policy.

**Sharing Data:** Fissara Limited does not share, sell or allow access to any data by any third-party companies or any other of its customers. The only exception to this occurs when customers specifically request an interface with their trading partners. In this case the detail of the data shared is exclusively between our clients and their trading partners. Fissara Limited facilitates the exchange of data within the same terms of this policy. Fissara Limited is not liable for how the data is processed, for data loss or any breach under the terms of such arrangement.

The data on your system is secure and not shared or copied.

**Compiling aggregate analytics information:** Because our Products and Downloadable Products are some of the most configurable in the market, we make extensive use of analytics information (including log and configuration data) to understand how our products are being configured and used, how they can be improved for the benefit of all of our users, and to develop new products and services. As such we generate Usage Data (as defined above) from the web logs and analytics logs described above, including the Content elements captured in such logs, as well as from the Content stored in FISSARA.

## Information sharing and disclosure

We will not share or disclose any of your Personal Information or Content with third parties except as described in this policy. We do not sell your Personal Information or Content.

**Your Use:** When you use FISSARA Services, Content you provide will be displayed back to you. Certain features of FISSARA Services allow you or your administrator to make some of your Content public, in which case it will become readily accessible to anyone. We urge you to consider the sensitivity of any data you input into FISSARA Services. FISSARA Ltd will never make any data public and is not liable for data made public by you.

**Collaboration:** As a natural result of using FISSARA Services, you may create Content and grant permission to other FISSARA users to access it for the purposes of collaboration. Some of the collaboration features of FISSARA Services display your profile information, including Personal Information included in your profile, to users with whom you have shared your Content. Where this information is sensitive, we urge you to use the various security and privacy features of the FISSARA Services to limit those who can access such information.

**Access by your system administrator:** You should be aware that the administrator of your instance of FISSARA Services may be able to:

- access information in and about your FISSARA Services account;
- access communications history, including file attachments, for your FISSARA Services account;
- disclose, restrict, or access information that you have provided or that is made available to you when using your FISSARA Services account, including your Content; and
- control how your FISSARA Services account may be accessed or deleted.

**Service Providers, Business Partners and Others:** We work with third party service providers to provide website, application development, hosting, maintenance, back-up, storage, virtual infrastructure, payment processing, analysis and other services for us. These service providers may have access to or process your Information for the purpose of providing those services for us. Some of our pages utilize white-labeling techniques to serve content from our service providers while providing the look and feel of our site. Please be aware that you are providing your Information to these third parties acting on behalf of FISSARA.

**Third Party Add-Ons:** You may choose, whenever applicable, to make use of third party Add-Ons in conjunction with FISSARA Services. Third party Add-Ons are software written by third parties to which you grant access privileges to your Content (which may include your Personal Information). When access is granted, your Content is shared with the third party. Third party Add-On policies and procedures are not controlled by FISSARA even though the third-party Add-On may be available through FISSARA Services. Third parties who have been granted access to your Content through Add-Ons could use this data to contact you and market services to you and could share your data with other third parties. This Privacy Policy does not cover the collection or use of your data by third party Add-Ons, and we urge you to consider the privacy policies governing third party Add-Ons. If you object to your Personal Information being shared with these third parties, please uninstall the Add-On or terminate your agreement with the third-party Add-On provider (in the event you have purchased a direct integration).

**Links to Third Party Sites:** The FISSARA Services may include links to other websites whose privacy practices may differ from ours. If you submit Personal Information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.

**Testimonials:** We may display personal testimonials of satisfied customers on the FISSARA Services. With your consent, we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us using the information below.

**Compliance with Laws and Law Enforcement Requests; Protection of Our Rights:** We may disclose your Information (including your Personal Information) to a third party if (a) we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or governmental request, (b) to enforce our agreements, policies and terms of service, (c) to protect the security or integrity of FISSARA's products and services, (d) to protect FISSARA, our customers or the public from harm or illegal activities, or (e) to respond to an emergency which we believe in the good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person.

**Business Transfers:** We may share or transfer your Information (including your Personal Information) in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. You will be notified via email and/or a prominent notice on the FISSARA Services of any change in ownership or uses of your Personal Information, as well as any choices you may have regarding your Personal Information.

**Aggregated or Annonamised Data:** We may also share aggregated or annonamised information that does not directly identify you strictly with the third parties described above.

**With Your Consent.** We will share your Personal Information with third parties when and if we have your consent to do so.

## Information we do not share

We do not share Personal Information about you with third parties for their marketing purposes (including direct marketing purposes) without your permission. We do not sell any of your date, being Personal Information, Content or data in any other form.

Data storage, transfer and security

## Data storage, transfer and security

FISSARA hosts data with hosting service providers in the United Kingdom. The servers on which Personal Information is stored are kept in a controlled environment. While we take reasonable efforts to guard your Personal Information, no security system is impenetrable and due to the inherent nature of the Internet as an open global communications vehicle, we cannot guarantee that information, during transmission through the Internet or while stored on our systems or otherwise in our care, will be absolutely safe from intrusion by others, such as hackers. In addition, we cannot guarantee that any incidentally-collected Personal Information you choose to store in Websites or SaaS Products are maintained at levels of protection to meet specific needs or obligations you may have relating to that information.

Where data is transferred over the Internet as part of a Website or SaaS Product, the data is encrypted using the highest security standard TLS (HTTPS) 256-bit AES encryption.

Where Downloadable Products are used, responsibility of securing access to the data you store in the Downloadable Products rests with you and not Fissara Ltd. We strongly recommend that administrators of Downloadable Products configure SSL to prevent interception of data transmitted over networks and to restrict access to the databases and other storage used to hold data.

## Your Choices

You may opt out of receiving promotional communications from Fissara Ltd by using the unsubscribe link within each email or emailing us to have your contact information removed from our promotional email list or registration database. Although opt-out requests are usually processed immediately, please allow ten (10) business days for a removal request to be processed. Even after you opt out from receiving promotional messages from us, you will continue to receive transactional messages from us regarding FISSARA's Services. You can opt-out of some notification messages in your account settings.

## Accessing and updating your information

You may often correct, update, amend, or remove your Personal Information in your account settings or by directing your query to your account administrator. You may also contact Support Services or contact us by email. We will respond to your request for access within 30 days.

You or your administrator may be able to deactivate your FISSARA Services account. If you can deactivate your own account, you can most often do so in your account settings. Otherwise, please contact your administrator. To deactivate an organization account, please contact Support Services. To deactivate an account made for you without authorization, please contact us at the contact information below.

We will retain your account information for as long as your account is active, or as reasonably useful for commercial purposes or as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If an administrator manages your account, that account administrator may have control with regards to how your account information is retained and deleted.

We encourage you to contact us if you have any question or concerns about this Policy using the contact information below. If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our head office in Manchester, United Kingdom.

