

# Privacy Policy

At Foodbarrio, we pay great attention to privacy. We believe in transparency, and we are committed to being clear about our privacy practices, including how we treat your personal information. We know that you also care about your privacy, so we provide settings that allow you to control how certain information is used by Foodbarrio. This policy explains all of our privacy practices relating to Foodbarrio.com (which we will refer to as the "Site") and Foodbarrio's mobile application (the "App"), and the other services offered by Foodbarrio ("Foodbarrio" together with "we" and "our", "ours", "ours"). We will refer to the Site and the App as the "Services." This policy does not apply to the practices of third parties (including other members who sell using the Services or API users) who may collect or receive data in connection with your use of the Services.

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## 1. Acceptance of the Privacy Policy

In order to operate our business and offer the Services to you, we need to process your personal information. By accepting our Terms of Use, you confirm that you have read

and understood this policy, including why and how we use your information. If you do not want your information collected or processed in the manner described in this policy, you should not use the Services. We are not responsible for the content, privacy policies, or practices of any of our members, or third party websites or applications.

#### The Terms of Use

of Foodbarrio require all account holders to be at least 18 years of age.

By using the Services, you understand that your information will be used by Foodbarrio in Switzerland where Foodbarrio operates. It is important to note that in some countries privacy laws and regulations, including the right of authorities to access your personal information, may be different from those that apply in the country where you reside. We will only transfer personal information to those 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 be appropriately protected. Please read on to better understand how we protect personal information transferred outside of Europe.

## 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 you provide, but sometimes we require certain information to be provided in order for you to use, and for us to provide, the Services.

Registration, Account Setup, Service Use: In order to use the Services, you are required to provide a valid cell phone number and email address, and for Services that require registration, a name of your choice to associate with your account, to represent your identity on Foodbarrio. You can review, edit, or remove such name through your account settings. You must provide us with this information in order for us to offer you the Services. Depending on which Services you choose to use, we may require additional information necessary to provide the Service to you, such as store name, billing and payment information (including: billing contact name, address, phone number, credit card information), a phone number, and/or a mailing address. You do not have to provide us with this information to register, but we will need it to provide certain services. For example, a physical mailing address is required for delivery if you purchase something from the Site.

Foodbarrio may contact individual store owners to confidentially request more information about their stores or items included in the Services, or to ensure compliance with our policies and applicable laws. In order to use certain products or services on Foodbarrio, you may be required to fill out a special form; the information you submit by filling out the request form will not be displayed publicly, and will only be used internally at Foodbarrio, unless otherwise specified.

**Profile:** You may provide your first name, last name, and other personal information (such as date of birth, gender, and geographic location) along with your account and activity. You may change or remove this information through your account settings. The name associated with your account, which you can review and change in your account settings, is displayed publicly and linked to your activity on Foodbarrio. Other people can see the user's username, first and last name, and the user's reviews. Relative to stores, users can see ratings, reviews and related photos for items sold; items offered for sale; pages and Terms of Sale of the user's store; favorites, followers and followed users; listings of items sold and number of items sold; comments posted by the user in our community spaces. and information that the user chooses to share via social networks.

**Automated Information:** When you visit the Site or use the Application, Foodbarrio automatically receives and records information from your browser or mobile device, such as your IP address or unique device identifier, cookies, and data about the pages you visit, to enable us to operate and provide the Services. This information is stored in log files and is collected automatically. We may combine information from your browser or mobile device with other information that we or our partners collect about you, including across devices. This information is used to prevent fraud and keep the Services secure, analyze and understand how the Services work for members and visitors, provide advertisements, including on your devices, and offer a more personalized experience for users and visitors.

We may also automatically collect device-specific information when you install, access, or use the Services. This information may include data such as: hardware model, operating system information, app versions and usage, debugging information, browser information, IP addresses, and device identifiers. For more information about these online tools and our use of them, please see our Cookie Policy and the following section entitled "Information Use, Sharing and Disclosure."

**Location Information:** We may also collect information about your use of the Services for advertising, analytical purposes, or to provide content and protect the Services. Such information may include your IP address, browser information (including referrers), device information (such as iOS IDFA and IDFV for limited, non-advertising purposes, Android AAID, and, if enabled by you, location information provided by your device). When using the Apps, you may choose to share your geolocation data with Foodbarrio in order to use features such as maps. When selling on Foodbarrio, you will be shown the store address.

We may obtain the information you provide in your profile or your IP address. With your consent, we may also determine your location, using other information from your device, such as precise GPS location information or information about wireless networks or cell towers near your mobile device. We may use and store your location information to provide functionality and to improve and customize the Services, such as for internal

analytics and performance monitoring; location, regional requirements, and regulations for the Services; for local content, search results, and suggestions; for shipping and mapping services; and marketing (using non-detailed location information). If you have consented to the sharing of precise location information on your device, but no longer wish to continue sharing such information with us, you may revoke your consent by restricting the sharing of such information through your App or mobile device settings. Some non-precision location services, such as for security purposes and for regulations located based on IP addresses and physical addresses you enter, are important for the Site to function. We will only share your geolocation data with third parties (such as our map providers, payment processors or, where applicable, advertising service providers) for the purpose of providing you with the Services. You may also choose to allow Applications to access your mobile device's camera to upload photographs to Foodbarrio.

**Analytics Information:** We use data analysis to ensure site functionality and improve the Services. We use mobile statistical analytics software to understand the functionality of the Apps on users' cell phones. This software may record information, such as frequency of App usage, what happens in the Apps, aggregate usage, performance data, App errors and debugging information, and the source from which such Apps were downloaded. We will not link the information stored in the analytics software to any personally identifiable information submitted by you through the mobile applications.

**Third Party Information:** Some users or visitors may choose to connect to Foodbarrio or register an account on Foodbarrio using an external third party program, such as Facebook.

Foodbarrio may receive information from such linked third-party applications. Linking your Foodbarrio account to third-party applications or services is optional. If you choose to link your account to a third-party application, Foodbarrio may receive information from those applications. We may also collect public information for the purpose of contacting you. We may use this information as part of providing the Services to you.

### 3. Choice and Control

We know that members of our community appreciate having control over their information, so Foodbarrio gives you a choice as to whether you provide, change, or remove certain information, as well as how you contact us. You can change or correct your Foodbarrio account information through your account settings. You may also remove certain optional information that you no longer wish to show to the public through the Services, such as your name. You may also request that we delete 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 information provided to Foodbarrio, via settings); (ii) data correction (including the ability to update your personal information, in many cases via settings); (iii) deletion of data (including the right to have Foodbarrio delete your personal data, except for information that we are required to retain, by contacting us); and (iv) withdrawal of consent or objection to data processing (including, in specific circumstances, the right to ask Foodbarrio to stop processing your personal data, with certain exceptions, by contacting us).

We use non-technically necessary cookies and other similar technologies. A more detailed explanation of the technologies we use, and how to opt out when possible, is available in Foodbarrio's Cookie Policy.

You can also control the receipt of certain types of communications from Foodbarrio in your account settings. Foodbarrio may send you messages about the Services or your business. Some of these messages are required and related to the Member Services (for example, transaction messages or legal notices).

Other messages are not required, such as newsletters. You can control which optional messages you choose to receive by editing your account settings.

If you no longer wish to use the Services or receive messages relating to the Services (other than notifications required by law), you may close your account. To close your account, you may write to the email address listed in the settings menu of your profile page.

Many changes made to your account settings are updated immediately, but it may take several days for them to take effect, particularly those that affect your email or marketing preferences. Some special requests, such as changes to billing information or deletion of account information, may require verification of identity before they can be processed.

## 4. Availability

You can search the Site for people you know, either by username or first and last name, or by linking to the contact list on your mobile device through Applications. Finding friends on Foodbarrio helps you get in touch with them on our platform. For example, you can follow another user's public activity, such as their posts/stories, recipes, reviews, and more that they publicly share. When you start following another member's activity, they will receive a push notification within the app (if the user has consented to receive these types of notifications).

If the user doesn't want to be identified on Foodbarrio by their name, you can remove it from the public information and use a nickname or alias in the public account information instead.

## 5. Messages from Foodbarrio

In some cases, Foodbarrio may need to contact you. These messages are delivered primarily via email or push notifications for a variety of purposes, including marketing, transactions, and service updates. If you no longer wish to receive push notifications, you can turn them off on your device. You may opt out of receiving email marketing communications by changing your account settings or by following the unsubscribe link in any marketing email you receive. In order for users to properly receive notifications, we will need to collect certain information about their devices, such as operating system and user identification information.

Each account is required to associate and maintain a valid cell phone number and email address to receive messages. Foodbarrio may contact you by telephone to provide assistance, or for transaction-related purposes, if you have requested telephone contact. In addition, and with your consent, Foodbarrio may send you SMS (or similar) messages in order to ensure secure access to the application, customer support, or send you information about products and features that may be of interest to you. You may update your contact preferences in your account settings.

Some Foodbarrio messages are service-related and necessary for members. You consent to Foodbarrio sending you emails that are not for marketing purposes, such as transactions, account, security, or product changes. Examples of service-related messages include the welcome and address confirmation email when you register your account, notification of orders, service availability, changes to key features, forwarding conversations with buyers, and correspondence with Foodbarrio's support team.

By registering for an account, subscribing to the newsletter, or providing your email address or phone number as provided for guest payment purchases, you are notified of and consent (in some jurisdictions and situations, by additional express consent) to receiving email and marketing messages from us. Users may unsubscribe from marketing emails at any time via the appropriate unsubscribe link included in marketing emails and messages. Users can also control which marketing emails or messages they receive from Foodbarrio through their account settings. It is important to remember that it may take a few days for some changes to account settings to take effect.

A contact import feature is available to help users locate and connect with their friends and contacts who may be Foodbarrio members (see the "Findability" section above for more information).

## 6. Community

Foodbarrio is an online marketplace and community. We offer several features that allow members to connect and communicate in public or semi-public spaces, such as the Newsfeed and Chats. You do not have to use these features, but if you do use them, we ask that you use good judgment and common sense by posting content in community spaces or sharing your personal information with others on the Services. You should be aware that any personal information you submit may be read, collected or used by others, or used to send you unsolicited messages. We may use third parties to provide you with certain Community services, and as part of that relationship we will need to share some of your information with those third parties in order to provide those services. Foodbarrio generally does not remove content from the Community Spaces, and your posts may remain public even after your account is closed, although your name will no longer be displayed next to the post. You are responsible for the personal information you choose to post to the Community Spaces through the Services.

Your public activity may be followed by other users to receive updates, such as when you add a recipe or discount to an item you follow.

## 7. Use, Sharing and Disclosure of Information

When you log in or use the Services, we collect, use, share and otherwise process 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 are provided where:

- It is necessary to perform the contractual obligations of our Terms of Use and in order to provide you with the Services;
- You have consented to the processing of the data, revocable by you at any time;
- Is necessary to comply with legal obligations, legal orders, or to exercise or defend legal rights;
- Is necessary for the purposes of our legitimate interests or those of third parties, such as visitors, members, or partners;
- You have expressly made the information public;
- Is necessary in the public interest; and
- Is occasionally necessary to protect your vital interests, or those of others.

It is possible that our Services or our vendors' products may be advertised by us or our vendors through a variety of different means, and for this purpose we need to rely on your consent for off-site promotional activities.

Where we process user information on the basis of legitimate interests, we do so for the following purposes:

Providing and improving our services: We may use user information to improve and customize our services, including sharing user information for such purposes, and we do so because it is necessary for the fulfillment of our legitimate interests in improving the Services for users. It is also necessary to enable us to fulfill our legitimate interests in understanding the use of our Services, and in exploring and unlocking potential ways to develop and grow our business. It is also necessary to enable us to realize our legitimate interests in improving the Services, efficiency, user interest in the Services, and obtaining insightful data about usage patterns of our Services.

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

We respect your privacy. Foodbarrio will not disclose your name, address, or other personal information to any third party 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 payment purposes, for identification and authentication, and for general research and aggregate reporting. From your browsing activities and purchasing behavior, we can understand what types of products you are interested in on (and off) the Site or App and then suggest potential purchases accordingly. Personalizing the user experience on the Site to facilitate search, discover relevant items, and recommend purchases is an integral part of our Services, and that includes using that information to help sellers find the best ways to market and sell their products on Foodbarrio. You can decide your privacy settings under the "Privacy" tab contained in the "Account Settings" section. It is important to remember that it may take a few days for changes to your privacy settings to take effect. We may advertise our Services or our vendors' products through a variety of different means, and in order to do so we need to rely on your consent for off-site promotional activities. In this regard, we may work with advertising partners such as Facebook or Google and may use aggregate analytics from usage information including, for example, search keywords, favorites, browsing history, and purchase history. In addition to the above consent, we also rely on our legitimate interest in sending you marketing messages and Foodbarrio's advertising programs.

Buying and Selling: As part of the buying and selling process, Foodbarrio will facilitate the sharing of information between the two users involved in the transaction, such as shipping address and payment status. By making a sale or purchase on Foodbarrio, you consent to us sharing your information for this purpose. Because this is an important part of the Services we provide, we must do so in order to comply with our obligations under our Terms of Use. We expect you to respect the privacy of other users whose



information you have received. As described in Foodbarrio's Terms of Use, you have a limited license to use such information solely for Foodbarrio-related communications or transactions facilitated by Foodbarrio. Foodbarrio has not granted you a license to use the information for unauthorized transactions or to send unsolicited commercial messages in violation of any applicable law, including any consent requirements of the recipient's jurisdiction.

**Lawfulness and Security:** Foodbarrio may also retain, preserve, or disclose your personal information to third parties in limited circumstances: in response to legal requests from public authorities, including legitimate national security or law enforcement obligations, to protect, establish, or exercise our legal rights or to defend against legal action, including collection of a debt; in compliance with subpoenas, court orders, legal process, or other legal requirements. or where we believe, in good faith, that such disclosure is reasonably necessary to comply with the law, prevent physical violence or financial loss, or when it relates to illegal activity, suspected fraud, threats to our property, or violations of the Foodbarrio Terms of Use. In these cases, our use of your information may be necessary for the purpose of our or a third party's legitimate interest in maintaining the security of the Services, preventing danger or crime, exercising or defending legal rights, or preventing harm. Such use may also be necessary to comply with legal obligations, legal orders, or to exercise or defend legal rights; it may also be necessary in the public interest (for example, to prevent crime) or to protect vital interests (in the rare cases where we may need to share information to prevent death or personal injury).

If Foodbarrio receives a verified legal request for a user's data or information in one of the limited circumstances described in the preceding paragraph, Foodbarrio may disclose such personal information, which may include, but is not limited to, the user's name, address, telephone number, email address, and company name.

**Information Aggregation:** Foodbarrio may share demographic information with business partners, but it will always be in aggregated and depersonalized form so that personal information is not disclosed.

**Service Providers:** Foodbarrio also needs to engage third party companies and entities (such as payment processors, research companies, analytics and security providers) to facilitate the activation, delivery and marketing of the Services. These third parties have limited access to your information, which they may use only to perform these activities on our behalf, and are obligated to Foodbarrio not to disclose or use the information for any other purpose. Our interaction with service providers is often necessary in order to provide the Services to you, particularly where these companies play important roles such as processing payments, shipping, and assisting in keeping our Services operational and secure. In some other cases, these service providers are not strictly necessary for our provision of the Services, but they help us make it better, for example by helping us conduct research on how to better serve our users. In these latter cases,

we have a legitimate interest in working with service providers to make our Services better.

**Third Parties:** Third-party plug-ins may also collect information about your use of the Site. For example, when you load a page on Foodbarrio that has a social plug-in from a third-party site or service, such as a "Like" or "Submit" button, you also load content from that third-party site. That site may request cookies directly from your browser. These interactions are subject to the third party site's privacy policy. In addition, certain cookies and other similar technologies on the Site are used by third parties for online targeted marketing and other purposes. These technologies allow a business partner to recognize your computer or mobile device whenever you use the Services. Please note that when using third party sites or services, their terms of use and privacy policies will govern your use of those sites or services. Foodbarrio chooses and manages these third party technologies on its Sites and Apps. However, these technologies are third party technologies, and are subject to the privacy policy of those third parties. For more information, please see our Cookie Policy. We rely on your consent to deliver and read cookies that are not technically necessary.

This applies only to Foodbarrio; this policy does not apply to the practices of third parties (such as other users who sell using the Services, or API users) that Foodbarrio does not own or control, or to individuals that Foodbarrio does not employ or manage. If you provide your information to such third parties in connection with your use of the Services, the practices applied to the use or disclosure of the information you provide may differ. While Foodbarrio requires these third parties to follow Foodbarrio's security and privacy requirements, Foodbarrio does not control the privacy or security policies of such third parties. To the maximum extent applicable in your jurisdiction, Foodbarrio is not responsible for the privacy or security practices of such vendors or other websites on the Internet, including those linked to the Services. We encourage you to read the privacy notices and ask questions of third parties before disclosing personal information to them. For the purposes of European Union law, these vendors are separate and independent data controllers, meaning that they are responsible for providing and complying with their own regulations with respect to any personal information obtained in connection with the Services.

Necessary for the exercise of the contract between Foodbarrio and its users  
Foodbarrio provides a voluntary service; you may decide whether or not to use such Service. However, if you intend to use the Services, you must agree to our Terms of Use, which outline the contract between Foodbarrio and its users. By using the technical infrastructure in the United States to provide the Services, in accordance with the contract between Foodbarrio and you, we need to transfer your personal information to the United States and other jurisdictions where necessary to provide the Services. Simply put, we cannot offer the Services to you and perform our contract with you without transferring your personal information around the world.

## 9. Security

The security of your Personal Information is important to us. We follow generally accepted industry standards to protect the personal information you provide to us, during transmission and after receipt. Authentication to the app is done through the user's cell phone number. It is important to protect against unauthorized access to your cell phone and your information by keeping your cell phone secure, such as by logging out after using the Services. If you have any questions or suggestions regarding the security of your personal information, you may contact us by sending an email to [legal@Foodbarrio.com](mailto:legal@Foodbarrio.com).

## 10. Storage

Foodbarrio will retain your information only as long as necessary for the purposes contemplated in this Policy, as long as your account is active (e.g., for the duration of your account as a Foodbarrio user), or as necessary to provide the Services to you. If you no longer want Foodbarrio to use your information for the provision of the Services, you may close your account. Foodbarrio will retain and use your information to the extent necessary to comply with legal obligations (for example, if we are required to retain your information to comply with applicable tax regulations), resolve disputes and enforce our contracts, and as otherwise described in this policy. In addition, Foodbarrio vendors may be required to retain and use your information to comply with their legal obligations. Please note that closing an account may not make your cell phone number or email address, username or store name (if any) available again to you for reuse in another account. We also retain log files for internal analysis purposes. These log files are generally kept for a short period of time, except when they are used for site security, to improve site functionality, or where there is a legal requirement to keep them for longer periods of time.

## 11. User Rights

You may have a number of rights in relation to the information we process. Some rights only apply in certain limited circumstances, depending on your location. If you wish to manage, modify, restrict or delete your personal information, you may do so through your account settings or by contacting us. Upon request, Foodbarrio will provide you with information regarding whether we will retain your personal information. By visiting your account settings, you will be able to access, correct, modify and delete certain personal information associated with your account. In certain instances where we process your information, you will have the right to limit how we use your personal

information. In certain circumstances, you also have the right to request deletion of your personal information, and to obtain a copy in an easily accessible format. If you need further assistance, you may contact Foodbarrio through any of the channels listed below in the "Contact Us" section. We will respond to your request within a reasonable time. If we process your information on the basis of our legitimate interests as explained above, or in the public interest, you may object to this processing in certain circumstances. In such cases we will terminate the processing of your information, unless we have compelling legitimate reasons to continue such processing or where it is necessary for legal reasons.

## 12. User Liability

If you engage in sales activities using our Services, you may receive personal information and determine how to use it, such as communicating with users and initiating transactions with buyers. This means that you process personal information (e.g., the buyer's name, email address, and shipping address) and, to the extent you do so, under EU law, you are considered a separate and autonomous controller of data relating to other users and obtained through the Services.

You are responsible for protecting the personal information of users, which you receive or process, and are required to comply with all relevant legal requirements when using the Services. These include applicable data protection and privacy laws, which govern how your information may be used. These laws require that you post, and comply with, your own privacy policy, which shall be accessible to Foodbarrio users with whom you interact, and consistent with this Regulation and Foodbarrio's Terms of Use. For more information on the General Data Protection Regulation, please see the resources at <https://gdpr-info.eu> and <http://gdprandyou.ie>.

For those who process another user's personal information outside of the Services, as a data controller, applicable data protection and privacy law requires you to honor requests from such users for data access, portability, correction, deletion, and any objections against processing. In addition, if you disclose Buyer Personal Information without Buyer's consent, you will be liable for such unauthorized disclosure. This includes, for example, disclosures by the user or inadvertent data breaches. For example, a seller may receive a buyer's email address or other information as a result of initiating a transaction with that buyer. This information may only be used for communications relating to Foodbarrio or transactions occurring on Foodbarrio. You may not use this information for unsolicited commercial messages or unauthorized transactions. Without the express consent of the buyer, and subject to other Foodbarrio regulations and applicable laws, the seller may not add any Foodbarrio member to its email or material contact list, use the buyer's identity for marketing purposes, or obtain or store payment

information. Remember, it is your responsibility to know the consent models provided in each specific case.

If Foodbarrio and you were deemed jointly responsible for processing your personal information, and if Foodbarrio is sued, fined, or otherwise ends up incurring expenses because of something you did as jointly responsible for processing your buyer's information, you agree to indemnify Foodbarrio for any expenses associated with processing your buyer's personal information.

## 13. Withdrawal of Consent

You may choose to withdraw your consent to the processing of your data and use of the Services at any time by closing and permanently deleting your account by writing to us at [dpo@foodbarrio.com](mailto:dpo@foodbarrio.com). If your account does not have any open issues such as unpaid invoices, uncompleted orders, unresolved disputes, or policy violations, you will receive an email with instructions to confirm your request to delete your account. This process may take up to 3 months, after which time your account will be deleted to the extent permitted. Depending on the Services you have used (for example, in the case of purchases or sales on Foodbarrio), we may be required to retain certain information for legal, regulatory, tax, security or compliance reasons for a limited period of time, after which the account will be deleted. The deletion of data is permanent and the account cannot be restored.

## 14. Changes to the Privacy Policy

We may correct or update this policy from time to time. If we believe the changes are material, we will notify you by one (or more) of the following means: (i) posting the changes through the Services, (ii) sending an email or message to you about the changes, or (iii) posting an update in the release notes on the Applications platform. We encourage you to return regularly to review and revise the updates.

## 15. Contact

If you have any questions:

Email Foodbarrio's data protection officer at [dpo@foodbarrio.com](mailto:dpo@foodbarrio.com).

Write us at the following address:

Foodbarrio Sagl  
Via Trevano, 15  
6900 - Lugano (CH)

If you have any unresolved privacy or data use concerns that are not satisfactorily addressed by us, please contact us at [legal@foodbarrio.com](mailto:legal@foodbarrio.com)

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