

Data Protection & Privacy Policy

Effective Date: 2024-10-01

Last Updated: 2024-09-25

1. Introduction

ANYLOAD Weigh & Measure Inc. ("ANYLOAD," "we," "our," or "us") respects your privacy and is committed to protecting your personal data. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our website [www.anyload.com], or engage with us via email, phone, or in person. It also explains your rights under applicable data protection laws, including the General Data Protection Regulation (GDPR), the Personal Information Protection and Electronic Documents Act (PIPEDA) in Canada, and relevant U.S. privacy laws.

2. Scope of the Policy

This Privacy Policy applies to all personal data collected by ANYLOAD from users, customers, suppliers, and other business contacts. It applies to data collected through our website, by email, phone, in person interactions (including site visits), virtual meetings (such as Teams or Zoom) and through other interactions with us. This policy does not cover third-party websites, products, or services, even if they are linked to or from our website.

3. Data We Collect

a. Personal Data: We may collect the following types of personal data:

- **Contact Information:** Name, email address, phone number, mailing address.
- **Account Information:** Login credentials, order history, preferences.
- **Payment Information:** Credit card details, billing address (collected by our payment processors).
- **Technical Data:** IP address, browser type, operating system, and information about how you use our website.
- **Communication Data:** Records of your communications with us, including email, video call, and phone interactions.

b. Special Categories of Data: We do not intentionally collect any special categories of data (e.g., racial or ethnic origin, political opinions, religious beliefs, etc.) unless required by law.

c. Data Collected Automatically: When you visit our website, we may collect information automatically through cookies and similar technologies. This may include technical data about your device and usage patterns.

4. How We Use Your Data

We use your personal data for the following purposes:

- **To Provide Services:** To process orders, manage your account, and provide customer support.
- **To Communicate with You:** To send you important updates, newsletters, and promotional materials, where permitted by law.
- **To Improve Our Services:** To analyze data and trends to improve our website, products, and services.
- **To Comply with Legal Obligations:** To comply with applicable laws, regulations, and legal processes.

5. Legal Basis for Processing (GDPR Compliance)

Under the GDPR, we rely on the following legal bases to process your personal data:

- **Consent:** Where you have given clear consent for us to process your personal data for a specific purpose.
- **Contractual Necessity:** Where processing is necessary for the performance of a contract with you.
- **Legal Obligation:** Where processing is necessary to comply with a legal obligation.
- **Legitimate Interests:** Where processing is necessary for our legitimate business interests, provided these interests are not overridden by your rights and interests.

6. Data Sharing and Disclosure

We may share your personal data with:

- **Service Providers:** Third-party companies that provide services on our behalf, such as distribution, payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.
- **Legal and Regulatory Authorities:** When required by law or to protect our legal rights.
- **Business Transfers:** In the event of a merger, acquisition, or sale of all or a portion of our business.

We do not sell, rent, or trade your personal data to third parties.

7. International Data Transfers

As an international company, we may transfer your personal data to countries outside of your country of residence, including to Canada, the United States, and the European Economic Area (EEA). When we transfer personal data internationally, we ensure that appropriate safeguards are in place to protect your data, such as Standard Contractual Clauses (SCCs) or reliance on adequacy decisions by the European Commission.

8. Data Retention

We will retain your personal data only for as long as necessary to fulfill the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements. When your data is no longer needed, we will securely delete or anonymize it.

9. Your Rights

Depending on your location and applicable law, you may have the following rights regarding your personal data:

- **Access:** The right to request a copy of the personal data we hold about you.
- **Rectification:** The right to request correction of any inaccuracies in your personal data.
- **Erasure:** The right to request deletion of your personal data in certain circumstances.
- **Restriction:** The right to request a restriction on processing your personal data.
- **Portability:** The right to request transfer of your personal data to another organization.
- **Objection:** The right to object to processing your personal data in certain situations.
- **Withdrawal of Consent:** The right to withdraw your consent at any time, where we rely on consent as the legal basis for processing.

To exercise any of these rights, please contact us at [IT@anyload.com].

10. Security Measures

We implement appropriate technical and organizational measures to protect your personal data against unauthorized access, loss, destruction, or alteration. This includes encryption, access controls, and regular security audits. However, please be aware that no security measure is completely infallible, and we cannot guarantee the absolute security of your data.

11. Cookies and Tracking Technologies

Our website may periodically utilize cookies and similar tracking technologies to enhance your user experience, analyze website traffic, and personalize content. You can manage your cookie preferences through your browser settings.

12. Children's Privacy

Our services are not directed to individuals under the age of 16. We do not knowingly collect personal data from children under 16. If we become aware that we have inadvertently collected personal data from a child under 16, we will take steps to delete such information from our records.

13. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or legal obligations. We will notify you of any significant changes by posting the updated policy on our website and indicating the effective date. We encourage you to review this policy periodically to stay informed about how we are protecting your information.

14. Contact Information

If you have any questions, concerns, or requests regarding this Privacy Policy or our data protection practices, please contact us at:

ANYLOAD Weigh & Measure Inc.
6855 Antrim Ave., Burnaby
BC, Canada, V5J 4M5

Email: info@anyload.com

Phone: +1 (855) 269-5623

ANYLOAD Confidentiality Policy

Effective Date: 2024-10-01

Last Updated: 2024-09-25

ANYLOAD Weigh & Measure Inc. ("ANYLOAD," "we," "our," or "us") is committed to maintaining the confidentiality of any proprietary or sensitive information shared with us by our customers, suppliers, partners, or other business contacts. This Confidentiality Policy outlines our practices for handling and safeguarding confidential information during discussions, communications, and collaboration, including technical details, intellectual property, and proprietary information.

1. Scope of the Policy

This Confidentiality Policy applies to all information disclosed to ANYLOAD by prospective or current customers, suppliers, partners, and other business contacts, whether orally, in writing, electronically, or in any other form. It covers all communications, including meetings, phone calls, emails, virtual meetings, in-person interactions, and documents exchanged during business transactions, technical discussions, or negotiations.

2. Definition of Confidential Information

"Confidential Information" refers to any non-public, proprietary, or sensitive information provided to ANYLOAD by a customer, partner, or third party, including but not limited to:

- Technical specifications, designs, drawings, blueprints, schematics, prototypes, and product data.
- Engineering and manufacturing processes or procedures.
- Business strategies, financial data, pricing models, and market analysis.
- Software, source code, algorithms, and related technical documentation.
- Intellectual property, patents, trademarks, and trade secrets.
- Customer lists, vendor information, and supply chain details.

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of ANYLOAD.
- Was lawfully known to ANYLOAD prior to disclosure without any confidentiality obligation.
- Is lawfully disclosed to ANYLOAD by a third party without restriction.
- Is independently developed by ANYLOAD without the use of or reference to the disclosing party's Confidential Information.

3. Our Commitment to Protect Confidential Information

ANYLOAD commits to the following regarding any Confidential Information shared with us:

- **Non-Disclosure:** We will not disclose any Confidential Information to third parties, except with the express written consent of the disclosing party or as required by law.
- **Internal Use:** Confidential Information will only be shared internally on a need-to-know basis with employees or contractors who require access to it for legitimate business purposes. All individuals involved will be made aware of their responsibility to maintain confidentiality.
- **Secure Storage:** We will use reasonable and appropriate measures to protect Confidential Information from unauthorized access, loss, or misuse, including physical, administrative, and technical security measures.
- **Return or Destruction of Information:** Upon request, or at the conclusion of a project or relationship, ANYLOAD will return or securely destroy all copies of Confidential Information in our possession, except where retention is required for legal or compliance purposes.

4. Exceptions for Legal and Regulatory Requirements

In certain circumstances, ANYLOAD may be required to disclose Confidential Information by law, regulation, or court order. In such cases, we will promptly notify the disclosing party (where legally permissible) and take reasonable steps to limit the scope of disclosure.

5. Limitations

This Confidentiality Policy is not a substitute for a formal non-disclosure agreement (NDA).

If a prospective or current customer, supplier, or partner requires a formal NDA for specific projects or transactions, we are open to discussing and executing such agreements to provide further legal assurances.

6. Third-Party Confidentiality

ANYLOAD expects that customers, suppliers, and partners will reciprocate by maintaining the confidentiality of any proprietary information shared by ANYLOAD during the course of business. We also require that third parties with whom we collaborate uphold similar standards of confidentiality when handling sensitive information.

Where it is necessary to involve third-party suppliers or partners in a project or collaboration, we ensure that:

- Only the minimum amount of information required is disclosed to the third party.
- Identifying details are removed or masked when feasible, and data is compartmentalized to prevent full disclosure of the confidential details.
- Third parties are obligated to maintain confidentiality, and they are made aware of the confidential nature of the information they receive.

7. Intellectual Property and Ownership

All intellectual property, inventions, or proprietary processes that are the sole property of ANYLOAD or developed independently by ANYLOAD shall remain the property of ANYLOAD. The disclosure of such information shall not be construed as granting any license, right, or ownership interest in any intellectual property unless explicitly agreed to in writing.

8. Limitation of Liability

ANYLOAD Weigh & Measure Inc. ("ANYLOAD") takes reasonable precautions to safeguard all Confidential Information provided by customers, partners, and other third parties. However, under no circumstances will ANYLOAD be liable for any indirect, incidental, special, consequential, or punitive damages resulting from the unauthorized use or disclosure of Confidential Information, including but not limited to loss of profits, business interruption, or damage to reputation.

Force Majeure: ANYLOAD shall not be held responsible for any disclosure or loss of Confidential Information resulting from circumstances beyond our control, including but not limited to natural disasters, acts of terrorism, cyber-attacks, technical malfunctions, or any other force majeure event. In such cases, ANYLOAD will take reasonable steps to mitigate the impact of the disclosure and work with the affected party to address any necessary actions.

This limitation of liability applies to the maximum extent permitted by applicable law.

9. Data Breach Notification

In the event of an unauthorized access, loss, or disclosure of Confidential Information (a "Data Breach"), ANYLOAD will take the following steps:

- Prompt Notification:**

ANYLOAD will promptly notify the disclosing party of any known or suspected Data Breach as soon as possible after becoming aware of the breach. Notification will include, to the best of our knowledge:

 - The nature of the breach.
 - The Confidential Information potentially affected.
 - The steps taken or to be taken to mitigate the impact of the breach.
- Cooperation:**

ANYLOAD will work cooperatively with the disclosing party to investigate the cause of the breach, mitigate its effects, and implement corrective actions. This may include supporting the disclosing party in notifying regulators, individuals, or any other stakeholders as required by applicable law.
- Mitigation:**

ANYLOAD will take immediate steps to mitigate any damage caused by the Data Breach and ensure that such incidents do not occur in the future, including reviewing and updating security protocols and policies as necessary.

10. Contact Information

If you have any concerns or questions regarding this Confidentiality Policy or wish to discuss a specific confidentiality arrangement, please contact:

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BC, Canada, V5J 4M5

Email: info@anyload.com

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