

Terms of Service for RosterBuster Services

Please read these Terms of Service carefully (“Terms”). These Terms govern and apply to your access and use of RosterBuster’s Services available via RosterBuster’s website <https://www.rosterbuster.com> and RosterBuster’s mobile apps (collectively, the “Service”). By accessing or using our Service, you agree to be bound to all of the terms and conditions described in these Terms.

We reserve the right to amend this Agreement at any time and without notice. If we do this, we will post the amended Agreement on this page and indicate the date the Agreement was last revised. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

Use of the Service

RosterBuster grants you permission to use the Service as set forth in this Agreement, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose; and (iii) you will otherwise comply with the terms and conditions of this Agreement.

You will need to register with RosterBuster and create an account. Your account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account credentials secure. You must notify RosterBuster immediately of any breach of security or unauthorized use of your account. Although RosterBuster will not be liable for your losses caused by any unauthorized use of your account, you shall be liable for the losses of RosterBuster or others due to such unauthorized use.

RosterBuster is likely to contain important and relevant work related information which is in a mobile app available anytime and anywhere. It allows you to receive messages and communicate with your co-workers even while not working. With using RosterBuster you accept that the use of RosterBuster during your off hours does not result in any claim towards RosterBuster, your Employer or any third party for time spent.

The guidelines for using RosterBuster are essentially very simple:

1. Use it intelligently - use your common sense
2. Take responsibility for your own actions online
3. Show respect & you'll gain respect. Be friendly, correct and business like
4. Competition laws and your Company Code of conduct also apply here. Make sure you abide by them
5. Share your experience & expertise with colleagues
6. Be positive. Embrace & learn from constructive feedback (even if it's negative)
7. Be sensitive to & respect cultural differences
8. If you're upset or in doubt, have a cup of coffee before hitting the 'message' or 'reply' button. Still in doubt? Check with your colleagues first.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Service in a manner that sends more request messages to the RosterBuster servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including account names, from the Service nor to use the communication systems provided by the Service for any commercial solicitation purposes. You agree not to use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages.

RosterBuster may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability, if, in RosterBuster's sole determination, you violate any of the Agreement, including the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the Service; or, (vi) bypassing the measures we may use to prevent or restrict access to the Service, including, but not limited to, registering for the Service with a non-organizational email address. Upon termination for any reason, you continue to be bound by the Use of the Service terms of this Agreement.

User Content

You are solely responsible for your User Content that you, or we when you have provided us your crew portal username and password, upload, publish, display, link to or otherwise make available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content.

RosterBuster will not review, share, distribute, or reference any such User Content except as provided herein or in our Privacy Policy or as may be required by law.

You agree not to provide User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (v) contains any information or content that is illegal; (vi) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the EU Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

RosterBuster takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. RosterBuster is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that RosterBuster shall not be liable for any damages you allege to incur as a result of such User Content. You are solely responsible for your interactions with other RosterBuster Users.

Your Roster

Regarding your roster, the following is important:

- * We are not liable if a roster is interpreted with incorrect data. You must use the official company roster as your definitive roster guide, unless RosterBuster has an SLA with your airline that specifies otherwise.
- * You agree that by uploading your roster to us, you are legally permitted to do so and have received the relevant permission from any relevant parties, including, among others, the airline you are working for that is responsible for the roster.

* Any data uploaded to us will be stored for the purposes of providing the service to you. If you wish us to permanently remove any data, you must delete your account through the website. We will then deactivate your account for 30 days. You will receive an email to confirm this. If, within these 30 days, you have not logged in again, all your data will be deleted. You will receive an email to confirm the deletion of your account.

* We will do our best to fix any faults reported, but cannot be held responsible for any incorrect times, missing duties, or errors.

* We will do our best to adapt the site to any changes in your company roster but we cannot guarantee this will take place, or give any degree of timescale.

* You can only upload your own roster. If you want to decode roster belonging to someone else, then that person must sign up separately. We will monitor usage, and may terminate your user account.

License Grant

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, personal license to use the Service. RosterBuster reserves all rights not expressly granted herein in the Service and the RosterBuster Content (as defined below). Unless RosterBuster has agreed otherwise with respect to an Organization, RosterBuster may terminate this license at any time for any reason or no reason. Any Subscriptions are non-refundable after our 30-day guarantee period.

Our Proprietary Rights

Except for your User Content, the Service and its materials, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (the "RosterBuster Content"), and all Intellectual Property Rights related thereto, are the exclusive property of RosterBuster and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the RosterBuster Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place RosterBuster under any fiduciary or other obligation, that we are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, RosterBuster does not waive any rights to use similar or related ideas previously known to RosterBuster, or developed by its employees, or obtained from sources other than you.

Eligibility

This Service is intended solely for Users who are eighteen (18) years of age or older, and any registration, use or access to the Service by anyone under 18 is unauthorized, unlicensed, and in violation of this Agreement. RosterBuster may terminate your account, delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing the Service (or any portion, aspect or feature of the Service) for any reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18.

Data Processing and Security Terms

We care about the privacy of our Users. **The Data Processing and Security Terms** as well as the **Terms of Service**, govern the use of RosterBuster Services when you request access to RosterBuster account or personal data. Please check back from time to time as these terms are occasionally updated.

Additional Representations & Warranties

You shall be solely responsible for your own User Content even if we have made your roster available when you have provided us with your username and password, and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and warrant, in addition to the other representations and warranties in this Agreement, the following:

- A. You are at least 18 years of age.
- B. Your User Content and RosterBuster's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.
- C. You have the full power and authority to enter into this Agreement and to the extent that any entity is bound hereby, to bind such entity, this Agreement and performance of obligations under this Agreement do not and will not violate any other agreement to which you or such entity is a party; and this Agreement constitutes a legal, valid and binding obligation of you or any such entity.

Indemnity

You agree to defend, indemnify and hold harmless RosterBuster and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or work transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content or any that are submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ROSTERBUSTER, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM/MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. ROSTERBUSTER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE ROSTERBUSTER SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ROSTERBUSTER WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ROSTERBUSTER, ITS AFFILIATES, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL ROSTERBUSTER BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROSTERBUSTER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL DATA STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL ROSTERBUSTER, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO ROSTERBUSTER HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ROSTERBUSTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities within the European Union. RosterBuster makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from jurisdictions do so at their own volition and are entirely responsible for compliance with Law of the Netherlands, European Law and local law, including but not limited to export and import regulations.

Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by RosterBuster without restriction.

General

Governing Law. You agree that: (i) the Service shall be deemed solely based in the European Union; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over RosterBuster, either specific or general, in jurisdictions other than in the Netherlands. This Agreement shall be governed by the laws of the Netherlands, without respect to its conflict of laws principles. Any claim or dispute between you and RosterBuster that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in The Hague, the Netherlands.

Notification Procedures

RosterBuster may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, mobile device notification, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by RosterBuster in our sole discretion. RosterBuster reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement.

Entire Agreement/Severability. This Agreement, together with any other legal notices and agreements published by RosterBuster via the Service, shall constitute the entire agreement between you and RosterBuster concerning the Service (although the owner of the Organization may also have agreed to be bound by the Business Terms). If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and RosterBuster's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Please contact us at support@rosterbuster.com with any questions regarding this Agreement.

Data Processing and Security Terms

RosterBuster knows that you take your privacy seriously. We do too. We are committed to giving you, user of RosterBuster, transparency of our privacy practices and control over your data in connection with RosterBuster's Services (as defined in RosterBuster's Terms of Use).

These RosterBuster Data Processing and Security Terms, including their appendices, (the "Terms") will be effective and replace any previously applicable data processing and security terms as from the Terms Effective Date (as defined below). These Terms supplement the Terms Of Service.

Definitions

Capitalized terms used but not defined in these Terms have the meanings set out in the Agreement. In these Terms, unless stated otherwise:

User means the person who is using our Services by creating an Account and accepted our Terms of Service for RosterBuster Services and these Data Processing and Security Terms

Account means User's account to access the RosterBuster Services and holds all Personal Data.

Additional Product means a product, service or application provided by RosterBuster or a third party that: (a) is not part of the Services; and (b) is accessible for use within the user interface of the Services or is otherwise integrated with the Services.

Affiliate has the meaning given in the Agreement or, if not such meaning is given, means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party.

Alternative Transfer Solution means a solution, other than Privacy Shield, that enables the lawful transfer of personal data to a third country in accordance with Article 45 or 46 of the [GDPR](#).

Audited Services means the Services indicated as being in-scope for the relevant certification or report at <https://get.rosterbuster.com/certifications>, as may be updated by RosterBuster from time to time.

Data Incident means a breach of RosterBuster's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, User's Personal Data on systems managed by or otherwise controlled by RosterBuster.

“Data Incidents” will not include unsuccessful attempts or activities that do not compromise the security of User’s Personal Data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

Data Protection Legislation means, as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Third Party Auditor means a RosterBuster-appointed, qualified and independent third party auditor, whose then-current identity RosterBuster will disclose to User.

Infrastructure Provider Amazon Web Services, Inc. to provide underlying infrastructure services

Email Address means the email address(es) designated by User to receive certain notifications from RosterBuster

Personal Data means Any data regarding an identified or identifiable natural person.

Privacy Shield means the EU-U.S. Privacy Shield legal framework and the Swiss-U.S. Privacy Shield legal framework.

RosterBuster means RosterBuster B.V a legal entity registered in the Netherlands with place of business in Zoetermeer, Bleiswijkseweg 37 F (2712 PB)

Services: RosterBuster’s Services available via RosterBuster’s website <https://www.rosterbuster.com> and RosterBuster’s mobile apps (collectively, the “Service”). A complete functional overview on RosterBuster’s Service can be found on our [FAQ](#)

By accessing or using our Service, you agree to be bound to all of the terms and conditions described in the Terms of Service for RosterBuster Services.

Social Sharing: means sending photos, flying career statistics (flight, roster or all time), product recommendations and website links to friends with social networking accounts. Twitter, Instagram and Facebook icons appear on most; however, there are numerous other venues where information can be shared.

Subprocessors means third parties authorized under these Terms to have logical access to and process User's Personal Data in order to provide parts of the Services.

Term means the period from the Terms Effective Date until the end of RosterBuster's provision of the Services, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which RosterBuster may continue providing the Services for transitional purposes.

Terms Effective Date means, as applicable:

- (a) 25 May 2018, if the Customer agreed to these Terms prior to or on such date; or
- (b) the date on which Customer agreed to these Terms, if such date is after 25 May 2018.

The terms "personal data", "data subject", "processing", "controller", "processor" and "supervisory authority" as used in these Terms have the meanings given in the GDPR.

Duration of these Terms

These Terms will take effect on the Terms Effective Date and, notwithstanding expiry of the Term, will remain in effect until, and automatically expire upon, deletion of all Customer Personal Data by RosterBuster as described in these Terms.

Processing Of Data

The parties acknowledge and agree that:

- a). the subject matter and details of the processing are described below;
- b). RosterBuster is a controller of Personal Data under the EU Data Protection Legislation;

What Personal Data Does RosterBuster Collect?

→ **Personal Data You Provide to Us:**

We receive and store any information you enter, upload or provide to us in any other way, or which we can enter, up- or download when using your, by you provided crew portal username and password. The types of Personal Data collected may include your first name, last name, crew id, email address, telephone number, Facebook profile id, location, usage information regarding your use of our Services, and browser information.

We automatically receive your location when you use the Services but only keep your last known location. The Personal Data you provide is used for such purposes as allowing you to set up a user account and profile that can be used to interact with

other users through the Services, improving the content of the Services, customizing the advertising and content you and your friends may see (including RosterBuster or third-party advertising or content) and communicating with you about specials and new features. Your account will be associated with your email and this account will be used for all our Services that you use. We may also draw upon your Personal Data in order to adapt the Services of our community to your needs, to research the effectiveness of our network and Services, and to develop new tools for the community. In the latter case we will only use your Personal Data anonymized.

→ **Airline Information You Provide to Us:**

- Crew ID
- Original Roster
- Username and Password to access your Airline's Crew Portal with the sole purpose to retrieve your latest roster. Your personal Messages or Acknowledgements will never be confirmed by RosterBuster. Should this ever occur e.g. because of a technical error, please report this to us as soon as possible to RosterBuster.

→ **Information Collected Automatically:**

When you use the Services, RosterBuster automatically receives and records information on our server logs from your browser or mobile platform, including your location, IP address, browser type, operating information, mobile carrier, device and application IDs, cookie information, and the page you requested. RosterBuster only uses this data in aggregated and anonymized form. We may provide aggregate information to our partners about how our users, collectively, use our Services, so that our partners may also understand how often people use their services and our Services.

→ **Information We Receive from Third Parties:**

We receive and store information from third parties that interact in some way with the Services or that provide services to us in connection with the Services. Information we send to third parties cannot be linked to a person, or personal data.

How is My Personal Data Shared?

Personal Data about our users is an integral part of our business. We neither rent nor sell your Personal Data to anyone. RosterBuster may share your Personal Data only as described in this Privacy Policy and related documents.

→ **User Profile:**

Your user profile can be accessed by all RosterBuster user's that have signed up with our Service. Your user profile contains the following information: First name, Last name, Position, Airline name, Avatar, Home base, Total Number of Flights, Total Number of Unique Flight Routes, Total Number of Countries visited. Other users can reach out to you via in App messaging feature or by tapping on your phone number (if this is provided by you). At any time you can set your complete profile to private.

→ **Friends can access your roster:**

When becoming friends with other RosterBuster users these friends are able to view your roster and have access to your events without details. You can always revoke the access per friend.

→ **Share Calendar Link:**

You can set up a Calendar Link. Sharing this calendar link implies that more people than you initially shared the link with may potentially see your Calendar. This could happen for example if a person you've shared a link with shares it with a third person. You can always unsubscribe to your Calendar link, in which case updates will no longer be shared with people who have that link.

→ **Share Flight Link:**

For each individual flight you can choose if you want to share this flight information on social media. The share flight information does contain general information about the flight and does not contain any Personal Data registered in RosterBuster like, crew id, your crew on flight or the airline name.

→ **Group Conversations Invite link:**

The invite link functionality enables you to invite others to group conversations. Before the invites are able to access the Conversation they need to sign up to our Service. Sharing an invite link implies that more people than you initially shared the link with may potentially join your Group Conversation. This could happen for example if a person you've shared a link with shares it with a third person.

→ **Export to Third party Apps:**

RosterBuster provides the option to export your data to third party apps. The authorisation and exchange of this data is always initiated by the end-user; you. You can always revoke the authorization between RosterBuster and third party apps. The following third party apps have certified integrations: iCloud, Google Calendar, Coradine Logten, Safelog, AeroWeather, EASA FltCrew.

→ **RosterBuster Staff access:**

Even if your user profile is set to private on an occasional basis RosterBuster staff members may still access your data for research and testing purposes and to solve problems you might experience. RosterBuster staff is not able to access your passwords and your personal private and group conversations.

→ **Publicly Available Information and Apps:**

When you use the Services, your Personal Data (first name, last name, position, airline name, phone number if provided, amount of airports, countries and routes) is public to all RosterBuster users. You can opt-out your public profile any time.

When you share flights, duty stats and badges information may be searchable by search engines and then available to a wide range of Users. Social Sharing via RosterBuster does not contain Personal Data.

You should review the policies of third party apps and websites to ensure that you are comfortable with the ways in which they use and disclose the information you share with them. We do not guarantee that they will follow our rules or our Privacy Policy. We may also share or disclose aggregated and anonymous data, (that is, not tied to individual users), to third parties, for analytical or other purposes.

Email Communications

By providing your email address to us, you expressly consent to receive emails from us, where permitted by law. We may use email to communicate with you, to send information that you have requested or to send information about other products or services developed or provided by us or our partners. If you have a Services account and do not want to receive commercial email or other mail from us you can opt-out. Please note that if you do not want to receive legal notices from us, such as notices regarding this Privacy Policy, those legal notices will still govern your use of the Services, and you are responsible for reviewing such legal notices for changes. We may receive a confirmation when you open an email from RosterBuster if your computer supports this type of program. RosterBuster uses this confirmation to help us make emails more interesting and helpful and improve our service.

What About Cookies and Similar Technologies?

We and our agents use technologies like cookies, pixels, and local storage (like on your browser or device, which is similar to a cookie but holds more information) on our website, in our emails, and identifiers supplied by app platform companies within our apps to provide you with a range of products and services. You can control cookies through your browser settings and other tools.

Is Personal Data About Me Secure?

Your RosterBuster account is protected by a password for your privacy and security. You need to prevent unauthorized access to your account and therefore Personal Data by selecting and protecting your password appropriately, change it frequently and limiting access to your computer and browser by signing off after you have finished accessing your account. RosterBuster endeavors to safeguard user information to ensure that user account information is kept private. However, RosterBuster cannot guarantee the security of user account information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time. The Services may contain links to other websites. RosterBuster is not responsible for the privacy policies and/or practices on other websites. When linking to another website, you should read the privacy policy stated on that website. This Privacy Policy only governs information collected in regards to the Services.

What Data Can I Access?

RosterBuster allows you to access the information linked to your Account for the purpose of viewing, updating that information and ensuring that it is accurate and complete. You may do so by clicking on the "request data" link on your account settings page on our desktop website. Here you can request your Personal Data, which we will collect and send to you after approx. 24 hours.

This email contains:

- All Personal Data
- Location Information (your last known location)
- All Statistics and Unique Flight Routes
- All Rosters And Events

The available information in the overview will change as our Service improves regularly. If you have questions about the Personal Data we have collected from you, you can email support@rosterbuster.com

How Do I Delete My Account?

Should you ever decide to delete your RosterBuster Account, you may do so by clicking on the "delete account" link on your account settings page on our desktop website. We will then deactivate your Account for 30 days. You will receive an email to confirm this inactivation. If, within these 30 days, you have not logged in again, all your data will be removed and deleted from RosterBuster's servers. You will receive an email to confirm the deletion of your account.

How Is Information Removed From My Account?

Even after you remove information from your account or profile, copies of that information may remain viewable elsewhere, to the extent it has been shared with others, it was otherwise distributed pursuant to your privacy settings, or it was copied or stored by other users. Removed and deleted information may remain on backup media for up to ninety (90) days prior to being deleted from our servers.

Will There Be Changes To Terms?

RosterBuster may amend this Data Processing and Security Terms from time to time. Use of information we collect now is subject to the Data Processing and Security Terms in effect at the time such information is used. Users are bound by any changes to the Data Processing and Security Terms when they use the Services after such changes have been first posted.

What If I Have Questions Or Concerns?

If you have any questions or concerns regarding privacy using the Service, please send a detailed message to: support@rosterbuster.com. We will make every effort to resolve your concerns. You are entitled to file a complaint regarding our technical and organizational security measures, aimed at protecting your Personal Data against loss or any form of unlawful processing at the Supervisory Authority in the Netherlands.