

## **My Record: Privacy Policy**

**The My Record app is currently at its trial-period phase. The App, and this Privacy Policy, are frequently reviewed and revised. Please send your comments and clarifications to our attention at: [contact@my-record.net](mailto:contact@my-record.net).**

### **Preamble**

1. We at My Record strive and are committed to act with full transparency with regard to the privacy of the App users. The purpose of this document is to clarify the way we use the information provided by App users (the “Users”); the types of information we collect about the Users in connection with the use of the App; why we need to collect the information collected and how we use it. In general, the purpose of using the information is to enable Users to safely perform the actions for which they have logged in the App in the first place, and to make sure that the App operates properly.
2. Please note: You are under no obligation to provide us with personally identifiable information. You acknowledge and agree that any provision of personal data to the App is made of your own free will, for the purposes set out in this document and subject to the provisions of any law.
3. The My Record application (the “App”) is submitted on behalf of My Record Ltd. (the “Company” or “us”), company no. 516540986, of 10 Ha’Oranim St., Zichron Yaacov. This privacy policy forms an integral part of the terms of use of the App [*please insert a hyperlink to the terms of use document*].
4. This privacy policy applies to all the ways in which this App is being used, on any end device and with any technology by which it is available.

### **The Information Provided for the Purpose of Setting Up an Account**

5. Upon setting up an account, the User is requested to provide personally identifiable information such as full name, cell phone no., email address and password. This information allows us to contact Users, provide them with customer services and respond to their inquiries.

6. As part of the registration process on the App, and at any time after the registration is completed, Users may confirm that they agree to be contacted in order to receive App notifications. These may include notifications on new comments to the Content they uploaded, updates and new App features.
7. Users' consent to receive such updates shall constitute consent to accept marketing and advertisements, within the meaning of this term under the Israeli Communications (Telecommunication and Broadcasting) Law, 5768-2008. If you do not wish to receive any such marketing materials from us, you may notify us by using the "unsubscribe" link that appears in our marketing messages, or by sending your notification to MyRecord Ltd, 10 Ha'Oranim St., Zichron Yaakov, or by e-mail, to the e-mail address: [contact@my-record.net](mailto:contact@my-record.net). Upon receiving your notification, Company will unsubscribe you from the marketing messaging list.

### **User Generated Content**

8. The App invites Users to post personal stories and comments, including any related content that they want to share, such as photos, documents or videos (all posted texts and materials shall be referred to hereinafter as: the "**Content**"). The Content may contain personal and even private information, such as any person's age and personal status, place of residence, sexual orientation or religious beliefs. Company may process, copy and store the Content in its systems for the purpose of allowing Users to upload and publish the Content in the App.
9. We may also receive information, including personal data, as part of inquiries or complaints that may be filed with us from time to time. We may retain such information for the purpose of addressing the issues brought before us.

### **Collection of Information by Company**

10. The App includes an optional geolocation feature designed to allow Users to instantly “pin” the Content to the precise geographical location (latitude and longitude) in which they are located. The geolocation may be performed through GPS, Wi-Fi or any other technology that applies to the User’s end device. The geolocation feature is subject to the explicit consent of the User. Such consent may be provided through the App preferences or in response to an approval request sent to the User when he or she initially uses the App services.
11. The App may connect to the camera of the mobile device and/or to the photo library, for the purpose of allow Users to record and upload visual or audio-visual Content to the App. The connection to the camera and the photo library is subject to the express consent of the User.
12. The App monitors and collects User activity data in a manner that does not involve personally identifiable information of the Users. This information is non-specific information that is automatically collected and refers to the IP address, the User's geographical area and App usage data, such as the App usage period and frequency, User activity, preferences and used features, keywords, the volume of the Content published by Users, the types of such Content and more. In addition, we collect technical data that pertains to the means of hardware, software and communication networks that the Users use, such as the ID of the end device, the telecommunications company through which the connection was made, and the type of browser or operating system used.
13. The collection of information involves the use of "cookies" or similar technologies (hereinafter referred to as "**Cookies**"). A Cookie is a temporary or permanent chain of data that a website transmits to a browser, or that is transferred from the memory of the mobile device to the App, for the purpose of user identification. Cookies do not identify specific users, but are used to collect anonymous data, such as website domain, type of end device, device settings and User activities. By default, most browsers allow Cookies. If you do not wish to allow the use of Cookies, please update your browser or App settings accordingly. Please note that your refusal to accept Cookies may limit the App's functionality on your end device.

14. We collect, either directly or using third parties, anonymous information that helps us in order to ensure that Users have a consistent user experience with the App across different types of hardware, software and devices. In addition, we use the information collected for statistical purposes in order to analyze and understand User behavior, to improve the performance of the App and to develop new App features and services. In addition, the information is used to maintain information security and to comply with applicable laws.

### **How We Use the Information**

15. The information that we collect with respect to App Users is stored in duly registered databases. We use the information for the purpose of providing the various functionalities of the App services and for updating, improving and enhancing the App. For example, we may use the information to establish and maintain the User's profile, or for the purpose of providing customer care. .
16. The public profile of the User and any Content that the User opts to post, including stories and comments, are published and disclosed to any member of the general public who may access the services or to any particular group of Users designated by the User.
17. Subject to User approval and to applicable laws, we may use the information for the purpose of reaching out to the Users by using any of the contact methods the Users had approved. The User may update his or her contact details, at any time, by updating the App preferences.
18. We may store in our systems the information provided to us and collected by us for the purpose of complying with the provisions of any law, including for the investigation of any complaints we receive or of suspected illegal or inappropriate uses of the App. In this context, the information will be stored in our systems for evidentiary purposes, for potentially assisting law enforcement agencies, and for notifying the individuals who had submitted complaints of the status of their complaints. We may store the information in order to meet the

Company's legal data retention obligations, or to enforce its Terms of Use and this Privacy Policy.

19. We will not transfer any information to third parties, except in the circumstances stated below:

(1) Transferring information to employees, subcontractors and vendors whose services are required for the maintenance and enhancement of the App. Such vendors may include, for example, web server companies, data analytics and hosting services, marketing and advertising agencies and data security services. We will ensure that any such third party is bound by confidentiality obligations in all matters pertaining to the information.

(2) We may divulge information in the context of civil, criminal or other legal proceedings, when we deem it necessary to protect and defend the rights of the Company and/or its Users.

(3) Investigative and legal actions that we may take, subject to the provisions of any law, in light of suspected illegal activities within the App or violations of the App's Terms of Use or this Privacy Policy, or in connection with the exposure or prevention of any suspected illegal activity;

(4) Limitation of Company liability or mitigation of Company damage (including any representative, shareholder or manager of Company) in connection with an actual or a threatened lawsuit, or a Company attempt to avoid legal proceedings;

(5) Adherence to a court order, search warrant or other order or decree issued by a competent authority in the framework of investigative, enforcement or other legal proceedings;

(5) Transferring the App or any of its functionalities to any third party, as part of a merger, sale of Company assets or any other transaction, provided only that such third party will be obligated by the provisions of this privacy policy.

20. We may provide third parties with any information that we collect pursuant to this Privacy Policy that does not include any Users' identifiable information, but it rather consists of demographic and statistical data concerning User

behavior. This information will not be deemed confidential, and we may share it with third parties and use it for marketing and research purposes.

### **Users' Rights with Respect to Information**

21. Users may modify, delete, amend and update the information they initially provided when setting up their User account, at all times, by modifying their personal account preferences.
22. Users may change their mobile device settings so that the App would not allow the geolocation service provider to access the User's photos and videos library.
23. Users may delete any story they have uploaded to the App. Upon deletion of the story, all comments posted by other Users in association with it will also be deleted.
24. Users may delete their account at any time by choosing the "delete" option on the App. Upon deleting the account, the entire Content posted by the User will be deleted as well (including comment to other people's stories). Company may retain some or all of the Content on its servers to comply with legal retention requirements.
25. Users may not selectively delete comments posted by other Users, even in the case of comments posted later by Users in connection with the User's own story. If a User wishes to delete another person's comment on a story posted by such User, he or she will be able to remove his or her own story, and with it all the comments that were posted in connection with that story will be removed. If an offensive response against a User or a response that, in the opinion of the User, fails to meet the terms of use of the App or the provisions of the law, has been posted – please feel free to contact us at [contact@my-record.net](mailto:contact@my-record.net).
26. Users may uninstall the App from the end device by using the general App "uninstall" procedure in their device. The deletion of the App from the User's mobile device will not delete the User's account, and the account may still be accessed. By uninstalling the App, any data collection from the applicable

device will be discontinued; however, the device identification details will be retained by the Company for a time period legally permissible. In the event that the App is re-installed, the identification data held by the Company will continue to apply with respect to the same device.

27. Pursuant to the Privacy Protection Laws, any person may review, whether independently or through a representative holding a power of attorney, the information concerning that person that is stored in Company's database. Should the information be found inaccurate or outdated, the User may request the rectification or deletion of the information. The refusal of Company to allow audit or deletion of the information may be contested in a court of law.

28. For any question concerning the personal data held by the Company, or in connection with updating, amending or deleting any information or User account, or in any other matter pertaining to this privacy policy, please contact the Company at [contact@my-record.net](mailto:contact@my-record.net) or via regular mail addressed to My Record Ltd., 10 Oranim St. Zichron Yaacov St., Israel. In order to process such requests, Users may be required to provide their I.D. number and any other identifying information required by the Company in accordance with the provisions of the law.

### **Information Security**

29. We take our best efforts to protect the information against unauthorized access by third parties and against malfunctions or disruptions. To this end, we work in accordance with the generally accepted standard security protocols. However, any technological activity involves risks of data breach or loss, and therefore we cannot guarantee that data will be stored in our systems for any minimal period of time.

30. We shall not be held liable for any breach of privacy or for the deletion or loss of information due to a security breach or any other circumstance that is beyond our control, including in cases of *force majeure* and technical malfunctions in our computer and/or communications systems or in those of any vendor of the Company.

**Miscellaneous**

31. The Company may assign the rights and obligations hereunder to any third party whatsoever, at its sole discretion and without duty to announce any such assignment.
32. Your login an/or use of the App constitutes an agreement on your part to the provisions of this privacy policy as set forth in this document.
33. To the extent that you do not understand or do not accept any specific term of this privacy policy, you are requested not to login to the App and refrain from any use thereof.
34. The Company reserves its right to remove, add and amend any term of this privacy policy, at any time and without notice, subject to the provisions of any law. Any amendment to the terms hereof will take effect upon its publication. The use of the App following publication of the said amendment to the terms shall be deemed an acceptance of the updated terms of the privacy policy.
35. Any titles in this document are provided for convenience only and should not be used for its interpretation.
36. In the event that it was determined that any clause hereof is invalid or unenforceable, this shall not derogate from the validity of the document and/or from the validity of the other clauses set forth therein and the revoked clause will be replaced by a new clause, the meaning of which shall be as near and compatible as possible to the meaning of the annulled or unenforceable clause.
37. The law applicable to this privacy policy shall be the laws of the State of Israel.
38. The jurisdiction in any matter related to and arising from the App and/or this document shall be vested in the competent courts in the city of Tel Aviv, Israel.