

Privacy Policy – OjOli App

Last Revised: 1 March 2018

We (the “**Company**“, “**we**” or “**us**“) respect the privacy of the users of our App (“**User**” or “**you**”), and are committed to protect the personal information that Users share with it. We believe that you have a right to know our practices regarding the information we may collect and use when you use App.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in our **Terms of Use**<http://ojoli.com/ojoli-terms-of-use/>, into which this Privacy Policy is incorporated by reference.

1. Your Consent (PLEASE READ CAREFULLY!)

BY INSTALLING THE APP ON YOUR MOBILE DEVICE, ENTERING INTO, CONNECTING TO, ACCESSING AND/OR USING THE APP, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS PRIVACY POLICY (THE “**PRIVACY POLICY**“), INCLUDING TO THE COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION (AS DEFINED BELOW). IF YOU DISAGREE TO ANY TERM PROVIDED HEREIN, YOU MAY NOT INSTALL, ACCESS AND/OR USE THE APP AND YOU ARE REQUESTED TO PROMPTLY UNINSTALL THE APP FROM YOUR MOBILE DEVICE.

2. Which information we may collect on our Users?

We may collect two types of data and information from our Users:

a. The first type of information is non-identifiable and anonymous information (“Non-personal Information”). We are not aware of the identity of the User from whom we have collected the Non-personal Information. Non-Personal Information is any unconcealed information which does not enable identification of an individual User, and which is available to us while such User is entering and/or using the App and/or installs the App. Non-personal Information which is being gathered consists of technical information, behavioral information and aggregated information, and may contain, among other things, the activity of the User on the App, type of the User’s mobile device and its operating system and version, User’s ‘click-stream’ on the App, time spent on various screens of the App, etc.

b. The second type of information is individually identifiable information (“Personal Information”). This information may identify an individual or may be of a private and/or sensitive nature.

- Users of the App may automatically provide their IP address (or Mac Address, as applicable) and/or advertiser identifier (when available on a device), mainly for enhancing the User’s experience (including by means of third party advertising via third party platforms) and for geo-location and security purposes as further detailed below. We note that the Company may collect, use and provide access to the User’s advertising identifier to third parties, including Vendors, in accordance with such party’s applicable platform policies.

- The Personal Information is collected from the details the User provides when opening an Account and signs up to the Service, which consists of the User’s name, e-mail address and date of birth.

- We collect behavioral information produced by your mobile device, *inter alia*, based on your geo-location.

- In addition, Personal Information which is being gathered consists of any personal details provided consciously and voluntarily when the User uses the App, including eye-related medical history, the User’s optical lenses prescriptions, types of activities performed by the User and User’s location.

We make no use of any of such Personal Information other than storing it in connection with the provision of the Services and the purposes set forth below. We may, however, anonymize Personal Information we collect and use it for the purposes stated below with respect to Non-Personal-Information and share such anonymous information with third parties in an aggregated manner which will not enable such third parties to deduct any Personal Information about a particular User.

For avoidance of doubt, any Non-Personal Information connected or linked to any Personal Information shall be regarded as Personal Information as long as such connection or linkage exists.

We do not collect any Personal Information from you or related to you without your approval, which is obtained, *inter alia*, through your active acceptance of the Terms of Use and this Privacy Policy.

3. How Do We Collect Information on Our Users?

There are three main methods we use:

a. We collect information through your entry, connection, installation, access and/or use of the App. In other words, when you are using the Service we are aware of it and may gather, collect and store the information relating to such usage. For example, when you are using the App we collect data produced by your device, such as your geo-location.

b. We collect information which you provide us voluntarily. For example, we collect Personal Information when you register and open an Account and when you supply the App with certain parameters (such as your lens prescription and/or your daily activities) in order to use the Service.

c. We collect information whenever your mobile device is active. In other words, in order to provide you with the Services, we may collect the Personal Information any time during which your mobile device is operating and not switched “off”, regardless of whether the App is on or off, or whether location services settings are switched “on”.

We may gather, collect and store such information either independently or through the help of our authorized third-party service providers and their licensors as detailed below.

4. What are the Purposes of the Collection of Information?

We collect Non-personal Information and Personal Information in order to provide the Service.

Non-personal Information is collected and may be used, *inter alia*, in order to:

- Use it for statistical and research purposes and for customization and improvement of the Service and our products.
- Provide and improve the Service for our and the Vendors' commercial purposes.
- Improve the quality of the Service by formulating, customizing and enhancing the User's experience.
- For any other legitimate purpose at the Company's discretion.

Personal Information is collected in order to:

- Provide and improve the Service, and allow us to contact Users (including by SMS and emails) for such purpose.
- Improve the quality of the Service by formulating, customizing and enhancing the User's experience.

- Allow us to contact Users with proposals and tailored information regarding our products, events, offers, services, features, enhancements, special offers, upgrade opportunities, and events of interest etc. (including by way of newsletter).
- Allow our third-party affiliated Vendors to contact Users with proposals and tailored information regarding their products, only to the extent that such products directly relate to the User's use of the Service.
- Send push notifications to the User's device after the User has agreed to accept push notifications from the Company. Users can deactivate push notification by changing their settings within our Service.
- Verify the User's identity when he/she signs in to the Service, as well as verifying User's identity for the purpose of dealing with inappropriate interactions of User and/or fraudulent use of our Service.
- Be able to contact Users for the purpose of providing them with technical assistance and support.

Note that any of the above-stated uses of the information may be performed by us and/or through our authorized third-party service providers and their licensors.

5. Third Party Service Providers

We may be using third party software or services in order to collect, host, store and/or process the information detailed herein as part of and in order to provide the Services. The Company uses commercially reasonable efforts to engage with third parties that post a privacy policy governing their collection, processing and use of non-personal and personal information.

Such third parties includes without limitation (1) Shamir Optical Industry Ltd. whose privacy policy can be found at <http://shamironline.com/solfront>; (2) Amazon Web Services whose privacy policy can be found at <https://aws.amazon.com/privacy/>, and (3) Neura whose EULA and privacy policy can be found at <https://www.theneura.com/privacy-policy/>.

The Company does not control such third party service providers and shall not be liable for their use of your Personal Information. Please read their terms of use and privacy policies to understand their privacy practices. Your downloading and use of the App shall be deemed as your approval to such third parties' privacy policies.

6. Sharing Information with Third Parties

The Company may share Personal Information it collects with its authorized third-party Vendors and/or affiliates to the extent that such disclosure is required for contacting Users for direct marketing purposes in connection with your use of the Service, for example in order to offer the Company's and Vendor's products and services.

Notwithstanding, the Company may share Personal Information in the following cases: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; (b) to enforce this Privacy Policy and/or the Terms of Use, including investigation of potential violations thereof; (c) to detect, prevent, or otherwise address

fraud, security or technical issues; (d) to respond to User's support requests; (e) to respond to claims that any content available on the Service violates the rights of third-parties; (f) to respond to claims that contact information (e.g. name, e-mail address, etc.) of a third-party has been posted or transmitted without their consent or as a form of harassment; (g) to protect the rights, property, or personal safety of the Company, its Users, or the general public; (h) when the Company is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of its assets; (i) to collect, hold, process, store and/or manage your Personal Information, as reasonable for business purposes, through the Company's affiliates and/or authorized third party service providers (including, as applicable, their affiliates and licensors as necessary to provide us with the requested services), which may be located in a country that does not have the same data protection laws as your jurisdiction. The Company however requires its affiliates and authorized third party service providers to agree to processing your Personal Information in compliance herewith; (k) cooperate with third parties for legitimate business purposes, including without limitation, enhancing the User's experience; and/or (l) pursuant to your explicit approval prior to the disclosure.

For avoidance of doubt, the Company has the unrestricted right to transfer and disclose Non-personal Information to third parties at its own discretion.

7. Deletion or Modification of Personal Information

If for any reason you wish to update or modify your Personal Information included in your Account you may do so by clicking the "Settings" option available through the App. If for any reason you wish to delete your Account and/or change your e-mail address please send us an e-mail with adequate detail of your request to info@ojoli.com, and we will make reasonable efforts to modify or delete any such Personal Information pursuant to any applicable privacy laws. Note that unless you instruct us otherwise we may retain and use your Personal Information after termination of your Account, for as long as reasonably required for the purposes to which such Personal Information was collected, including without limitation, for future analytics and analysis, in order to comply with our legal or business requirements or obligations, to resolve disputes, to enforce our Terms of Use and/or to enable the User to reinstate his/her Account, all as permitted under any applicable privacy laws.

Aggregate and/or anonymous information derived from your Account and/or use of the Service may remain on the Company servers indefinitely.

8. Minors

The App is intended for Users over the age of sixteen (16). Therefore, the Company does not intend and does not knowingly collect Personal Information from minors under the age of sixteen (16) and does not wish to do so. We reserve the right to request proof of age at any stage so that we can verify that minors under the age of sixteen (16) are not using the Service. If we learn that we collected Personal Information from minors under the age of sixteen (16) we will delete that information as quickly as possible. Please contact the Company at info@ojoli.com if you have reasons to suspect that the Company collected Personal Information from minors under the age of sixteen (16) and we will delete that information as quickly as possible.

9. Security

We take reasonable measures to maintain the security and integrity of our App and User information and prevent unauthorized access to it or use thereof through generally accepted industry standard technologies and internal procedures. Please note, however, that there are inherent risks in transmission of information over the Internet or other methods of electronic storage and we cannot guarantee that unauthorized access or use of your Personal Information will never occur.

10. International Data Transfer

We may transfer information collected about you, including Personal Information, to affiliated entities, or to other third party service providers (as provided herein) across borders and from your country or jurisdiction to other countries or jurisdictions around the world. Please note that we may transfer such information to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to such transfer of information.

11. Links to Third Party Websites

Certain links provided herein permit our Users to leave the App and enter non-Company sites or services, including Vendors' websites. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of the Company and it is not responsible for the availability of

such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. In addition, the Company is not responsible or liable for such linked sites and services' privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. The Company reserves the right to terminate any link at any time. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked sites or resource. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable to read such documents carefully before using those sites and services, *inter alia*, in order to know what kind of information they are collecting.

12. Cookies and Other Tracking Technologies

When you access or use the App, the Company and/or our third party service providers may use industry-wide technologies such as "Cookies", "Ad-ID" or other similar technologies, which store certain local information on your device ("**Cookies**"), which may enable, *inter alia*, automatic activation of certain features and make the User's experience and usage simpler, more relevant, convenient and effortless. Such information is locally stored on your device. The Company and/or our authorized third party service providers and Vendors may access such information. The Company and/or our authorized third party service providers and Vendors may use both session cookies (which expire once you close the App) and persistent cookies (which stay on the User's device until he/she deletes them). Such Cookies included in the Service may store non-personal information (such as the different pages viewed by a User within the App). It is easy to prohibit and/or delete the Cookies, *inter alia*, via uninstalling the App from your mobile device and/or through the Settings option of your device. In order to erase or disable the Cookies you may use the settings option of your device or according to the specific instructions provided by the third party service provider's privacy policy and terms of use. However, if you block or erase cookies, or change the settings of your device, your App experience may be limited. Third-party Cookies usually store only Non-personal Information, such as the web pages you have visited,

the duration of your browsing, etc. The Company does not control such third party service providers.

13. Direct Marketing

You hereby agree that we may use your contact details for the purpose of informing you of products, services and other updates and new features which may be of interest to you, as well as for sending you newsletters and other materials to the e-mail address you provided in the registration process. In addition, you hereby agree that we may transfer your contact details to our third-party Vendors and that the Vendors may also use your contact details in order to supply you with tailored offers relating to your use of the Service, all as detailed in section 5 above. You may withdraw your consent via sending a written notice to the Company by e-mail to info@ojoli.com or alternatively following the instructions for removing yourself from the mailing list which are available in the e-mail transmitted to you.

14. Changes to the Privacy Policy

The terms of this Privacy Policy will govern the use of the App and any information collected with respect thereto. The Company reserves the right to change this policy at any time, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the App and/or we will send you an e-mail regarding such changes to the e-mail address that you may have provided us with. Such substantial changes will take effect seven (7) days after such notice was provided on our App or sent by e-mail, whichever is the earlier. Otherwise, all other changes to this Privacy Policy are effective as of the stated “Last Revised” date and your continued use of the App after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

15. Got any Questions?

If you have any questions (or comments) concerning this Privacy Policy, you are most welcome to send us an email to info@ojoli.com and we will make an effort to reply within a reasonable timeframe.