

## **Privacy Policy** **(or - Privacy Protection Policy)**

### **1. General**

- 1.1 Comtel Israel Electronic Solutions Ltd., Co. No. 513065714 (hereinafter, the "Company"), respects the privacy of surfers who use its internet site (surfers, visitors and users of the internet site which is administered and operated by the Company at the address - [www.comtel.co.il](http://www.comtel.co.il) (hereinafter, the "Site") will be referred to jointly hereunder, as the "User" or Users").
- 1.2 The information appearing hereunder is intended to assist the User to have an understanding of the Company's policy to protect privacy. The Privacy Policy, as set out in detail hereunder, will explain the sources from which the Company collates information about those using the system, the purposes for which the Company collates the information, what information about Users is collated, what possible use the Company may make of the information, how the Company handles and safeguards the information.
- 1.3 The information which the User has provided or will provide to the Company, whether verbally or in writing, is contingent on the User's consent and willingness, and is not provided by virtue of any legal requirement, unless specifically stated otherwise.
- 1.4 The information will be held on the Company's database for the purposes set out in this Privacy Policy. In order to realize such purposes, it is possible that the Company may pass information about the User or some part of it, to third parties, as is set out in the Privacy Policy.
- 1.5 The Privacy Policy is drafted in the male voice for the purpose of convenience only, and all wording should be deemed as applying equally to females.

### **2. Establishing contact with regard to information**

Any query regarding the information which is collected by the Company and the use which is made of it, should be addressed directly to the Marketing Manager by email at her address: [sales@comtel.co.il](mailto:sales@comtel.co.il), or by phoning 09-7677240.

### **3. The sources from which the Company collates information about the User**

- 3.1 Information, which the User provides to the Company, *inter alia*, in the context of using the site.
- 3.2 Information which is obtained by way of and/or in connection with use of the Site.

### **4. The information which the Company collates about the User**

The information which the Company collates about the User could include:

- 4.1 Identity, contact details and other information: Full name, contact details (phone, mobile phone, email), reference matter, reference date, content of the written message and any additional information which the user Provides to the Company, including when the User opts to send the Company a CV via the Site.
- 4.2 Non personal information: As detailed in section 11 of the Privacy Protection Policy.

### **5. Why does the Company collate the information, and what use does the Company make of the information (the "Purposes")?**

The Company collates information about the User for the following Purposes – in whole or in part:

- 5.1 For the purpose of and in connection with, the provision of the services which are provided by the Company or by anyone acting on its behalf;
- 5.2 For the purpose of developing the Site and the Company's operation of the Site;
- 5.3 For the purpose of maintaining the Site and monitoring the User's activity thereon;
- 5.4 For the purpose of improving the quality of the services which the Company provides;
- 5.5 For the purpose of making contact with the User and responding to his queries;
- 5.6 For the purpose of analysis and statistical research;
- 5.7 For the purpose of conducting surveys among Users;
- 5.8 In order to send notifications to Users, including direct mail and including advertising material, information about products, bonuses, etc.;
- 5.9 In order to assess potential candidates seeking employment at the Company;

- 5.10 For internal purposes, including *inter alia*, for the investigation of complaints and/or criticisms;
- 5.11 For the purpose of defending against claims, demands and suits against the Company and its representatives, as well as against third parties;
- 5.12 For any other purpose as set out in the Terms of Use and/or in this Privacy Policy;
- 5.13 In order to comply with the provisions of any law.

## 6. **Transferring information**

- 6.1 The Company will not transfer or provide information to third parties, other than as set out in the Privacy Protection Policy.
- 6.2 The transfer of information to third parties will include relevant information only which does not deviate from the Purposes for which the information is transferred and will be carried out in a manner that is proportionate, specific and legitimate for the defined Purpose.
- 6.3 The Company may transfer the information or any part thereof to third parties if one or more of the following circumstances pertains:
  - 6.3.1 Third parties who provide various services to the Company, including external professional consultants, providers of support services for security systems and information technology (IT) systems, information storage services providers, survey and research services, lawyers or other external professional consultants and other third parties who provide the Company with services in connection with its operations.
  - 6.3.2 If the Company receives a judicial order instructing it to provide the User's details or information regarding the User in accordance with a judicial order or in accordance with the provisions of any law.
  - 6.3.3 In any dispute, claim, demand, law suit or legal proceedings of any kind, between the User or anyone acting on his behalf, and the Company or anyone acting on its behalf, and any third parties of any kind.
  - 6.3.4 In the event of a transfer and/or sale and/or assignment and/or acquisition of the Company and/or its assets and/or any part thereof, with or without consideration, and, *inter alia*, in those circumstances in which ownership of the Site and/or its contents, in whole or in part, is to be transferred to third parties, including but not only, in the event of a merger of the Company and/or its operations, with third parties, and including, without derogating

from the aforesaid, in the event of a change of control, in full or partially, in the Company.

- 6.3.5 If a claim is raised or if the Company shall suspect that a User has committed an act and/or omission that may harm the Company, anyone acting on its behalf, any third parties, including other Users.
- 6.3.6 If a claim is or will be raised by the Company, that it suspects that a User has used the Site in order to perpetrate an illegal action and/or to enable, facilitate, assist and/or encourage the perpetration of such an action.
- 6.3.7 In any event in which the Company believes that providing the information is required in order to prevent damage to the Company, to a User or to any third party whatsoever.
- 6.3.8 At the request of the User and/or in any event in which the Company believes that providing the information is required in order to satisfy the User's wishes and/or requirements
- 6.4 In addition, the Company may transfer information to its parent company COMTEL ELECTRONICS GMBH ,VAT: 811514827, which is based in Germany. Accordingly, if information is transferred in that way, the level of protection for the User's right to privacy will be different from the level of protection given the right to privacy under Israeli law. By using the Site or by providing information to the Company, the User is consenting to the collation, storing, processing and transmission of the information in accordance with the provisions of this Privacy Policy and, but not only, the User is giving his explicit consent to the transmission of information to the Company COMTEL ELECTRONICS GMBH ,VAT: 811514827.

## 7. **Links and hyperlinks to the Site**

- 7.1 The Site may offer links, hyper-links or banners to other sites which the Company does not control or check as to their reliability and legality, or any aspect of their security and privacy protection policy.
- 7.2 The Company will not bear any liability and is exempt from any responsibility for any damage, loss or expense of any kind or type whatsoever, whether direct or indirect, and/or circumstantial and/or consequential, caused and/or to be caused to the User and/or a third party, in respect of the use of such sites and/or web pages and/or the content published therein. Without derogating from the aforesaid, the User undertakes to fulfill the provisions and conditions of those sites and/or web pages, and to comply with them.

## 8. **Security of information and limits of liability**

- 8.1 The Company adopts measures required to safeguard the information and acts in accordance with accepted standards. As is well known, the storage and transfer of information by electronic means, including through the Internet, can never be completely secure and at any time when the User provides information to the Company, especially through the Internet, the User is doing so with his full consent and subject to the risks involved in transferring information in this manner. In any event where the User has reason to believe that the transfer of information to the Company is no longer secure (for example, if the User feels that the transfer of the information to the Company has been compromised), please notify us by contacting us as set out in section 1 above.
- 8.2 The Company will not bear any responsibility and is exempt from any liability, for any damages, loss or expense, of any kind, whether direct or indirect and/or circumstantial and/or consequential, caused and/or to be caused to Users and/or to a third party, in respect of and or arising from any aspect of receiving information, making use thereof, transferring it to third parties and use of the Site.

## 9. **The period in which the information will be retained**

The Company will retain the information regarding the User for such period of time as is required to ensure the achievement of the Purposes set out in this Privacy Policy, unless a longer period is required or permitted by law.

## 10. **Information about other people**

If the User provides personal information to the Company in connection with other people, including family members and other third parties, the User must do so only after: (a) the User has advised the third parties about the content of this Policy; and - (b) after the User has obtained the lawful consent required to collate, use, disclose and transfer personal information about the third party, in accordance with this Policy and in accordance with the provisions of the law, as required.

## 11. **Non-personal information**

“Non-personal” information is any information which does not disclose the User’s personal identity and which the Company collates with the assistance of various technological measures (internet sites, email messages, etc.).

For example:

- 11.1 **By the use of cookies:** the Company uses cookies for the ongoing and orderly operation of the Site, in order to facilitate the User’s use of the Site by making the information which is presented to him compatible with the User’s preferences, etc. Cookies are small files of text which are

stored on the Users' computers. Cookies enable the collection of information which does not provide identification through the Users' computers or through the internet browsers.

Cookies contain various information such as the pages which the User visited whilst on the Site, the information which the User looked at on the Site, etc.

A User who does not wish to have Cookies collated on his personal computer, can prevent this by changing the definitions on his computer browser. To do so, the User should refer to the browser help-file. Cancelling Cookies may result in some of the Site services not being available or being of lesser quality.

- 11.2 The Company uses third-party analytical services, such as Google Analytics, which allow it to collect statistical and non-identifying information about Users' use of the site including, *inter alia*, the number of visits to the site, the search engine through which the User browses the site, other sites through which the User accesses the Site. The use of such third-party services is subject to the privacy policies of those third parties and therefore the User should refer to the privacy policies of the third parties as stated above. therefore, *inter alia*, the use of Google Analytics services is subject to the Google Analytics privacy policy, as detailed in the attached link <https://policies.google.com/privacy?hl=en-US#infocollect>, which may change from time to time. In the Google Analytics analysis services, which collect statistical information about the user, as specified in the Google Analytics privacy policy, above. It should be emphasized that the information is collected through the Google Analytics system and not through the company and transmitted to the Google Analytics server. A user who does not want Google Analytics to collect information about him, can install a browser extension to cancel sending the information to Google Analytics at the attached link: [https://chrome.google.com/webstore/detail/google-analytics-opt-out/flaojicojecljbmefodhfapmkghcbnh?hl=en\\_US](https://chrome.google.com/webstore/detail/google-analytics-opt-out/flaojicojecljbmefodhfapmkghcbnh?hl=en_US).

A user who does not want cookies to be collected on their personal computer can avoid this by changing the settings in the browser on their personal computer, as detailed in the attached link: <https://support.google.com/accounts/answer/61416?co=GENIE.Platform%3DDesktop&hl=en>

12. **The right to review and amend the information**

If the User wishes to review the information that is held about him on such database, in accordance with the provisions of the Protection of Privacy Law, 5741-1981, the User may do so by applying to the Company in accordance with the contact details shown in section 1 of this Privacy Protection Policy.

13. **Applicable law and jurisdiction**

13.1 The provisions and conditions set out in this Privacy Protection Policy and any change or amendment thereto, as well as the use of the Site, will be regulated in accordance with the Laws of the State of Israel, without reference to the applicable legal clauses.

13.2 Jurisdiction with respect to any dispute and/or claim which arises in connection with the use of the Site and this Privacy Policy or relating thereto, is given exclusively to the courts of Tel Aviv-Yafo.

14. **Miscellaneous**

14.1 The Company reviews the Privacy Policy on a regular basis and reserves the right to make changes, at any time, in order to take into account changes in the management of its operations and legal requirements. Please check the date of the most recent update of this Privacy Policy in order to see when it was last changed.

14.2 The User may not assign his rights and/or obligations under this Privacy Policy to any other person. The Company may transfer its rights and/or obligations to others. The User's rights will not be prejudiced in such event.

Updated as of October 22, 2020