

## A.D.L SMART SOLUTIONS PRIVACY POLICY

This privacy policy (the “**Privacy Policy**”) describes how A.D.L Smart Solutions Ltd. (the “**Company**”) treats information that it collects or receives from you (the “**Users**”) through the Company's website ([www.adlsmartshooting.com](http://www.adlsmartshooting.com)), and any other website operated by the Company), the Company's application, and any other services provided by the Company, the “**Services**”; It is clarified that for the purpose of this Privacy Policy, reference to the Services shall mean also the Company websites). Alongside the Company's Terms of Use [www.adlsmartshooting.com](http://www.adlsmartshooting.com), this Privacy Policy governs your use of the Services. By clicking that you accept the terms and/or using any of the Company's services, you agree to be bound by this Privacy Policy. In case you are entering into this agreement on behalf of another legal entity, such other legal entity shall be considered the User, and you represent that you have the power and authority to agree to this Privacy Policy for such entity. This Privacy Policy is effective once the User clicks that it accepts the terms or begins using the Company's services, the earlier (the “**Effective Date**”).

### 1. No Legal Obligation to Provide Information

For avoidance of doubt, a User is not legally obligated to use any Services provided by the Company, or to disclose any information whatsoever to the Company. However, if a User chooses to use any of the services provided by the Company, including without limitation use of the Company's website, application and/or provision of certain information is a pre-requisite for such use/receipt of the Services.

### 2. Types of Information Collected

The Company may collect both Personally Identifying Information and Non-Identifiable Information (together “**Information**”). For the purposes of this Privacy Policy, “**Personally Identifying Information**” shall mean information which is identifiable to you, including without limitation, name, e-mail, phone number, sex, identification numbers, employer name, home and business addresses, profession, telephone numbers, billing information, credit card information, dates of birth, marital and family status, employment background education, occupational licences; information regarding personal preferences, habits, and free time activities, medical information, and other personal information. “**Non-Identifiable Information**” shall mean information collected regarding the use of the Services or other interactions with the Company which does not enable identification of an individual User.

### 3. How Information is Used

In general, the Company may use Information in order to provide and improve its Services, to customize and optimize User experience, and for its other business requirements. More specifically, the Company may use Information collected by it for any of the following purposes:

- (a) To provide the Services;
- (b) To develop, deliver, and improve the Services;
- (c) To customize and personalize the Services for each User and to enhance the User experience;
- (d) To send important notices, such as communications about the Services, and changes to terms, conditions, and policies;
- (e) To compile statistical information and insights related to performance or use of the Services, and use such statistical information and insights (including without limitation for research purposes or public use in aggregated non identifying form).
- (f) To evaluate a User's request for any Services or Third Party Services (as defined below) offered through the Services.
- (g) To file claims with respect to insurance policies and/or with respect to delayed flights through the Services (to the extent a User has purchased such policies);
- (h) To produce or compile reports for Users through the Services;

- (i) For marketing purposes, including without limitation, to send Users information and to alert Users to new developments, promotions, specials, products or services or other activities, announcements, promotions, and newsletters, and to personalize same; and to administer same.
- (j) To improve, content, and advertising by the Company (including without limitation to identify usage trends and to determine the effectiveness of Company's promotional campaigns)
- (k) To contact Users, without limitation with respect to promotional and sales offers;
- (l) To identify or locate a User using the Services in order to facilitate the other purposes specified in this section;
- (m) To monitor and analyse information regarding User browsing and viewing preferences and to diagnose problems of the Services;
- (n) To administer and process payments;
- (o) For fraud prevention, internal operations, legal compliance, and other public and security related purposes; and
- (p) To enforce the Subscription Terms and any supplemental terms and/or policies of the Company.

#### **4. How Information is Collected**

The Company may collect Information during User online and offline interactions with the Company and any of its Services, such as, without limitation, when a User registers for the Services or creates an account, by monitoring parameters of a User's use of the Services with the use of certain tools, when a User communicates with the Company through the Services, by email or otherwise, and when a User applies for, or purchases, Third Party Services through the Services.

It should be noted that the Company, at this time, does not make use of Cookies, however it does retain Information required to allow Users to log in without such User entering its credentials and passwords.

#### **5. Retention and Removal of Information**

Except as otherwise specified in this Privacy Policy, Company does not alter the practices detailed herein based upon your selection of the "Do Not Track" setting or other "opt out" setting or feature that may be offered by your browser; however, the Company reserves the right to do so in the future without notice to the User. A User may contact the Company in writing through the address specified below in order to remove certain Information attained from such User, subject to applicable law (removal of Information however may impair or prevent User's continued use of the Services). Unless requested by a User as aforementioned, Company may retain Information for an unlimited period for uses in accordance with this Privacy Policy (but is under no obligation however to retain Information for any given period whatsoever).

#### **6. Sharing Information with Third Parties**

User acknowledges that Company may make available for purchase through the Services certain services and offerings of third-parties, and also that Company utilizes certain third party services in order to make its own Services available, such as, without limitation, hosting services for storage of Information. Any services and/or infrastructure of third parties shall be referred to herein as "**Third Party Services**".

Company may disclose Information to third parties as follows: (a) to applicable Third Party Services providers as required to provide, develop, improve, support or maintain the Services, or to otherwise facilitate any of Company's uses permitted hereunder (such as providers of hosting services for storage of User Data stored as part of the Services); (b) to providers of Third Party Services elected to be used/purchased through the Services by User so that such Third Party Services may be provided or applied for; (c) to a successor entity of Company by way of merger or acquisition of Company's applicable assets (for any use permitted hereunder), provided such successor entity will be bound by the requirements of this Privacy Policy with respect to its use of such Information. The third parties

which may receive Information include, without limitation, those third parties specified in Exhibit B hereto.

Company reserves the right to disclose any gathered information as required by law and when Company believes that such disclosure is necessary to protect its rights, the integrity of the Services, Company's systems and technology, and/or to comply with a judicial proceeding, court order, or legal process served in connection with the Services.

USER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL OR OPERATE THE THIRD-PARTY SERVICES, AND THAT COMPANY SHALL HAVE NO LIABILITY WHATSOEVER HEREUNDER WITH RESPECT TO OR IN CONNECTION WITH THE USE, OR RETENTION OF INFORMATION BY PROVIDERS OF ANY THIRD PARTY SERVICES, OR THE FAILURE OF SUCH THIRD PARTIES TO COMPLY WITH THIS PRIVACY POLICY OR ANY LAW OR REGULATION. User further acknowledges that use of any Third Party Services is not governed by this Privacy Policy.

## **7. Protection of Information**

Company is committed to protect the security of its Users' Information and takes commercially reasonable measures to assure information security. However, no method of internet transmission or electronic storage is 100% secure and Company cannot guarantee the Information's absolute security. By using the Services, User expressly agrees that Company will not be liable for any third-party action, misuse, abuse or infringement of data and information security.

## **8. Updating and Reviewing User Information**

Users are responsible for keeping their information current and up-to-date. Users may update their information by modifying their account, or contacting the Company in the manner specified herein. The Company will use reasonable efforts to process any change made by a User. User acknowledges however that deletion of Information may result in failure to provide User with access or use of the Services, or alternately may impair the Services.

## **9. Contact**

Any required or permitted notices hereunder must be given in writing (a) if to the Company, by E-mail to the following address: [info@adl.solutions](mailto:info@adl.solutions), through the notice section of the Company's website: [www.adlsmarts shooting.com](http://www.adlsmarts shooting.com), or to the following address: Hakedma 3, yokneam illite, 2064364 Israel by registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier; and (b) if to User by e-mail to the e-mail address with which User registered for the Services. Notices will be deemed given within 1 Business Day from the delivery date if sent by E-mail, and within 5 Business Days from the delivery date if sent by other methods permitted herein.

## **10. Amendments; Governing Law**

Company may change the terms of this Privacy Policy by posting new terms, such terms shall be effective in respect of each User immediately once posted.

Any disputes or claims arising out of or in connection with this Privacy Policy, will be governed by and construed in accordance with the laws of the State of Israel, excluding its conflict of law principles. The parties irrevocably agree that the competent courts of Tel Aviv Israel shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Privacy Policy.

Last updated: March \_\_, 2020