

## **Privacy Policy**

Welcome to the website <http://www.ashtrom.co.il> which is owned by the Ashtrom Group Ltd (hereinafter: "**the site**" and "**the Company**" respectively).

The Company respects the privacy the site's users (jointly hereinafter: "**the user**" or "**the users**" and "**the site**").

This privacy policy regulates how the Company utilizes information relating to the site's users which it gathers from them.

The information presented hereinafter is intended to help the user understand the Company's privacy protection policy regarding the site. The privacy policy, as detailed below, shall clarify what information the Company gathers about the site's users, the purposes for which the Company gathers that information, how the Company may utilize the information, which third parties the Company shall transfer the information to and how the Company handles and safeguards the information.

The provision of information by the user to the Company is done on a consensual and voluntary basis and not pursuant to a legal obligation. The information shall be stored in the Company's database for the purposes specified in this privacy policy. The use of the site and/or the services offered by the Company on the site, attest to the user's agreement to this privacy policy and to his information being stored and managed in the aforementioned database.

This privacy policy is written in the masculine gender for reasons of convenience only and should be regarded as referring to men and women alike.

### **1. What is information?**

In this privacy policy, the term "information" means all information gathered by the Company or provided to it by the user or someone acting on his behalf within the framework of the user's use of the site and its services and which is protected under the Protection of Privacy Law, 5741-1981 ("**the Law**") .

### **2. The sources through which the Company gathers information about the user**

- 2.1. Information which the Company receives in connection with use of the site;
- 2.2. Information which the user conveys to the Company;
- 2.3. When the user submits a resume to the Company on the site;
- 2.4. When the user requests to join the Company's mailing list.

### **3. The information which the Company gathers about the user**

The Company shall gather (all or part of) the following information about the users:

- 3.1. Identification and contact details including full name and contact details (phone, cell, email).
- 3.2. Any additional information which the user furnishes and/or which the Company receives relating to the user and his use of the site.

**4. The purposes for which the Company gathers the information**

The Company gathers information about the user for all or some of the following purposes:

- 4.1. For and in connection with provision of the services by the Company or any of its representatives on the site;
- 4.2. In order to operate and manage the site;
- 4.3. In order to enable actions to be taken through the site by the user;
- 4.4. In order to develop and operate the site.
- 4.5. In order to maintain the site and monitor the user's activity therein;
- 4.6. In order to improve the quality of the services provided by the Company;
- 4.7. In order to contact the user;
- 4.8. In order to collate statistical data and transfer processed, statistical or other information to third parties, provided that such information shall not enable personal identification of the user;
- 4.9. For analysis, research and compilation of statistics;
- 4.10. In order to customize and present advertisements to the users which may suit their preferences;
- 4.11. In order to electronically send advertisements, information about products and services, benefits, bargains, discounts, and marketing information;
- 4.12. For direct mail purposes as defined by law;
- 4.13. In order to examine a candidate's suitability for the jobs advertised on the site, to post vacancies and receive resumes;
- 4.14. In order to defend claims, demands and complaints made against the Company, any of its representatives, or against third parties;
- 4.15. In order to enforce the provisions of the terms of use and this privacy policy;
- 4.16. In order to comply with statutory requirements.

## 5. Transfer of the information

- 5.1. The Company shall not transfer or give information to third parties except as specified in the privacy protection policy.
- 5.2. The transfer of information to third parties shall only include relevant information that does not deviate from the purposes for which the information is being transferred and shall be carried out in a proportionate manner for a defined, explicit and legitimate purpose.
- 5.3. The Company may transfer the information or any part thereof to third parties in one or more of the following cases:
  - 5.3.1. The third parties provide the Company with various services, including, inter alia, security and information technology (IT) systems support services, information storage services, site construction services, survey orchestration services, or they are companies which provide advertising and marketing services, are management companies, or recruit and evaluate job candidates, lawyers and other external professional consultants, or provide the Company with services relating to its activities.
  - 5.3.2. The Company received an instruction, including a judicial order, requiring it to hand over the user's details or information about the user in accordance with statutory dictates.
  - 5.3.3. Within the framework of any dispute, complaint, demand, claim or legal proceedings between the user or anyone acting on his behalf and the Company or any of its representatives.
  - 5.3.4. Upon a transfer and/or sale and/or assignment and/or purchase of the Company and/or its assets and/or any part of them, in return for payment or gratuitously, including where ownership of the site and/or all or some of its contents are being transferred to third parties, including, inter alia, a merger of the Company and/or its activities with third parties, and including without derogating from the generality of the foregoing, in cases of a complete or partial change of control within the Company as well as cases in which the feasibility of the aforementioned dispositions is being examined.
  - 5.3.5. Transfer of a resume by the Company to the Group companies which are offering the job advertised on the site and the transfer of information about a user who submitted his resume through the site to companies which carry out recruitment management, employee and job candidate evaluations (hereinafter: "**the evaluation companies**"), and the user approves and agrees to the transfer of information about him, including his resume, to the evaluation companies. In this regard the user is referred to the privacy policies and terms of use of the evaluation companies. A user who chooses to send his resume through the site, shall

be deemed to have endorsed the evaluation companies' privacy policies.

- 5.3.6. An allegation was made or the Company suspects that a user has committed an act and/or omission that may detrimentally affect the Company, any of its representatives or third parties, including other users.
- 5.3.7. An allegation was made or the Company suspects that a user has utilized the site to commit and/or to enable, facilitate, assist and/or encourage the commission of an illegal act.
- 5.3.8. The Company considers that passing on the information is necessary in order to prevent damage to the Company, the user or any third party.

## **6. Information security**

The Company employs technical and physical privacy and information security apparatus in accordance with accepted standards. As we know, the storage and transfer of information by electronic means, including through the Internet, can never be completely safe and any time the user forwards information to the Company, especially through the Internet, he does so with full acquiescence and subject to the dangers entailed in the transmission of information in this way. The Company does not guarantee that the site shall be completely invulnerable to unauthorized access to the information stored therein. In any case, should the user have reason to believe that transferring information to the Company is no longer safe he should kindly notify us of this at the email to the address given in paragraph 17 of the privacy policy.

## **7. Absence of responsibility**

Neither the Company nor any of its representatives shall bear any liability, and it is absolved from all responsibility, relating to any damage, loss or expense, of any kind and type, whether direct or indirect and/or circumstantial and/or resultant, which were sustained and/or incurred by users and/or to a third party with regard to and concerning the gathering of the information, its use, transfer to third parties, preservation, security, etc.

## **8. Information retention period**

Unless a longer period is required or permitted by law, the Company shall only retain the information about the user for the period of time needed in order to achieve the goals specified in this privacy policy.

## **9. Information about others**

The user may only provide the Company with personal information relating to other people, including his relatives and other third parties, after: (a) informing the third parties about the contents of this policy; and - (b) Should it be required, obtaining consent to gather, use, disclosure and transfer personal information about the third party in accordance with this policy and the provisions of the law.

**10. Automatic data collection**

The Company utilizes third party analysis, statistical analysis and research services such as Google Analytics. Use of Google Analytics' services is subject to the Google Analytics Terms of Use and Privacy Policy. Details regarding the information gathered within the framework of these services, the ways in which that information is used, how to cancel the service, etc. can be found in the Google Analytics privacy policy on the Google site. By using the site, the user shall be deemed to have endorsed Google's privacy policy.

**11. Links and Hyperlinks**

The site may offer links, hyperlinks or banners to other sites. The Company does not supervise or check these sites, their reliability, legality and or any matter relating to their security and protection of privacy policies.

The Company shall not be responsible for the use made by users of the links that appear on the site and on pages which are not located on the site or on other sites, and the users undertake to comply with and honor the terms and conditions of those sites or webpages and to contact the providers of those sites or pages directly regarding any entry, browsing, use, etc. issues that may arise.

The Company shall therefore bear no responsibility, of any kind, in connection with the other sites, including vis-à-vis the gathering, use and transfer of information on the other sites, the content published on the pages of the other sites, etc.

**12. Sending advertisements and marketing information**

The Company may send users information, offers and special offers on various products and services of the Company and of third parties, including those that may be of interest to the user and/or match the user's preferences. The user's consent to the privacy policy constitutes his agreement to receive advertisements as defined in the Telecommunications Law, 5742-1982 by any electronic means, including email messages, notifications, SMS, MMS, etc.

**13. The right to inspect and correct the information**

The user has a statutory right to inspect and correct the personal information. Should the user wish to inspect or correct the information, he may do so by writing to the Company at the contact address appearing in paragraph 17 of this privacy policy below.

**14. Applicable law and jurisdiction**

The terms and conditions specified in this protection of privacy policy, any alteration or amendment thereto, as well as use of the site, shall be regulated by the laws of the State of Israel without reference to the choice of law sections therein.

The courts in Tel Aviv-Yafo shall have exclusive jurisdiction to adjudicate any dispute and/or claim which shall arise in connection with or which is related to to use of the site and this privacy policy.

**15. Changes and updates**

The Company may, its sole discretion, change the privacy policy from time to time

without having to give prior notice or warning thereof. The current privacy policy as published on the site shall be binding on the user. The user's continued use of the site after the privacy policy has been updated shall constitute his endorsement of the revised privacy policy, including the alterations.

**16. Miscellaneous**

The user may not endorse his rights and/or obligations under this privacy policy to another. The Company may transfer its rights and/or obligations to another.

This privacy policy does not derogate from any right conferred on the Company and/or on any of its representatives by law.

**17. Contacting us**

The user is invited to forward any queries or comments which he has regarding the privacy policy to the Company at [privacy@ashtrom.co.il](mailto:privacy@ashtrom.co.il)

Updated to January 2023.