

## AFIMILK PRIVACY POLICY

### General

Afimilk Agricultural Cooperative Ltd. and its subsidiaries (collectively hereinafter, "**Afimilk**" "us", "our" or "we") respects your privacy. This Privacy Policy applies to Afimilk's software based milking systems and/or herd management solutions, including but not limited to AfiFarm™, AfiLab™, AfiFeed™, AfiSort™, AfiWeigh™, AfiAct™, AfiShepherd™, Afimilk mySilent Herdman™ and Afimilk Silent Herdsman™ that are provided by Afimilk (each a "**Platform**" and collectively the "**Platforms**") and any services provided by Afimilk in connection therewith (the "**Services**"), and governs data and information collected through the Platforms and the usage thereof. Afimilk has created this Privacy Policy to let you know what data and information (collectively, "**Information**"), including without limitation personally identifiable information ("**Personal Information**"), Afimilk collects from you when you use any of the Platforms, how does Afimilk collect it and how does it use it.

This Privacy Policy is part of, and should be read in conjunction with, the relevant Platform's applicable End User License Agreement (the "**EULA**"). All capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the applicable EULA.

### Acceptance & Update

When you access or use any of the Platforms and/or Services you agree that Afimilk may collect, use and disclose your Information in accordance with the terms of this Privacy Policy. This Privacy Policy may be updated from time to time by us, at our sole discretion. Your continued use of the Platform will be deemed acceptance of any amendment or update to this Privacy Policy. Any changes made to this Privacy Policy shall be effective immediately following the publishing or posting of such changes through the Platforms and/or our website. It is recommended that you revisit this Privacy Policy regularly so as to be kept apprised of the updated Privacy Policy. Your continued use of the Platform following changes to this Privacy Policy means you accept these changes.

### Collection of Information

Afimilk collects and stores Information from you, including without limitation, your name, farm or other physical address, email address, phone number, technical information, other contact information, Information inserted by third parties on your behalf (such as veterinary diagnosis) and any and all information collected and/or generated by the Platforms (such as milk production data). Afimilk also collects and stores an activity log unique to you that collects certain administrative and traffic information including without limitation source IP address, time of access, date of access, web page(s) visited, language use, Platform crash reports, type of browser used, the technical operation of the Platform, and any information required to ensure your use of the Platform is compliant with the applicable EULA. Afimilk collects and stores the aforesaid Information when you register to a Platform, visit or use the Platform and when you provide it to Afimilk, and also in your communications with Afimilk. The Information may be stored locally, on your computers,

servers and/or other storage facilities, and/or on Afimilk's servers and/or on third parties' secured servers (cloud backup and/or other services), depending on the Platform, the Services and the applicable commercial arrangement between you and Afimilk or Afimilk's authorized dealer or distributor, as the case may be.

In addition, from time to time, our support team may access your Account to provide maintenance and/or support/customer care for your Account. Such access may be per your specific request and/or as a proactive action by our support team to ensure the proper operation of the Platform and the services provided to you

You are solely responsible and liable for ensuring the accuracy of the Information you submit, or which is submitted on your behalf, through the Platforms to Afimilk. Inaccurate Information might affect the output of the Platforms and Afimilk's ability to contact you as contemplated in this Privacy Policy as well as to provide you with the Services in an adequate manner.

### **Use of Information**

Afimilk uses the Information it collects from or about you to make the relevant Platform and Services available to you, to conduct statistical analysis, provide customer support, to undertake necessary security and identify verification checks, to meet certain business requirements and for any other purpose related to the operation of the Platform. Your Information may also be used by Afimilk to provide you with promotional offers and information regarding products and services from third parties (including by providing your Information (excluding Personal Information) to such third parties), and in order for Afimilk to improve the Platforms and/or customer service. Afimilk may also use the Information to track your use of the Platforms and/or for other internal purposes, such as evaluating, providing, and improving the Platforms. Further your Information may be provided to third parties and accessed by third parties that you have requested and/or agreed that the Information will be provided to these third parties.

Afimilk may disclose your Information to associated entities and/or to third parties, at Afimilk's sole discretion, where the purpose of such disclosure is to provide you with the Platform and/or Services. Afimilk may also share your Information with third parties and/or use it for research, development and/or commercial purposes, provided that such Information shared or used by Afimilk for any purpose other than the provision of the Platform and/or Services to you shall not include any Personal or other identified Information of you. In addition, Afimilk may disclose your Information if required to do so by law, if we believe that you have breached the applicable EULA or have otherwise abused your rights to use any of the Platforms or Services or performed any act or omission that we believe to be violating any applicable law, rules, or regulations, in order to enforce the terms the applicable EULA, as part of the sale of our business, in any case of dispute or legal proceeding of any kind between you and any member of Afimilk group or if we believes in good faith that such action is necessary to comply with applicable legislation, a current judicial proceeding, a court order or legal process, or to protect and defend Afimilk's (or its licensor's) rights or property, the personal safety of other users of the Platform or the public at large. Afimilk reserves the right to share the Information with appropriate authorities and financial institutions, if Afimilk determines in its sole discretion

that you are attempting to defraud Afimilk, or if Afimilk suspects you are breaching the EULA or committing any other fraudulent activity.

For clarification purposes, by using the Platform, you assent to receive promotional and commercial information that may be included in the Platform.

Without derogating from the generality of the above, we reserve the right to approach to you, from time to time, by Email, for the purpose of: (i) provide us with any feedback or suggestions regarding the Platforms and/or the Services; (ii) providing updates and/or enhancements made generally available to customers relating to the use of the Platforms (whether promotional and other commercial information updates or technological).

Each marketing related communication sent to you by Afimilk includes a simple and free mechanism allowing you to opt out from receiving communications from Afimilk.

### **Cookies**

The Platforms may use "Cookies" (whether our or of third parties') to help us tracking your activities, recording your preferences, and making the Platforms more responsive to your needs by delivering a better and more personalized experience to you. A Cookie is a data file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the Cookie to you.

You have the ability to accept or decline Cookies. Most web browsers automatically accept Cookies, but you can usually modify your browser setting to decline Cookies if you prefer. If you choose to decline Cookies, you may not be able to fully experience the interactive features of the services provided in the Platform.

### **Security**

We shall reasonably secure the Personal Information from unauthorized access, use or disclosure, and shall keep such information on computer servers in a standard controlled and secured environment. Nevertheless, please note that it is not possible to guarantee the security of transmissions over the Internet so when using the Platforms and Services, we urge you to exercise appropriate discretion.

### **Links to Other Sites**

The Platform may contain links to other sites. Other sites may also reference or link to the Platform. Afimilk is not responsible for the privacy practices or the content of such other online sites, and any information collected by these third party online sites is not governed by this Privacy Policy, and Afimilk assumes no responsibility or liability whatsoever for the policies (including privacy policies), practices, actions or omissions of such third parties.

## **Retention, Transfer or Deletion of Personal Information**

We shall retain your Personal Information for as long as you lawfully uses any of the Platforms, unless you request us to remove any of your Personal Information earlier. We may continue retaining your Personal Information also after the termination of the applicable EULA, if and to the extent required under applicable law. You may request to remove your Personal Information from our records or to update your Personal Information, by contacting us at: [support@afimilk.co.il](mailto:support@afimilk.co.il).

In the event that Afimilk sells, assigns or transfers some or all of its business or assets to a successor or acquirer, or if Afimilk is acquired by or merge with a third party, or if Afimilk files for bankruptcy or becomes insolvent, Afimilk may sell, assign or transfer all of your Information to such successor or acquirer.

Afimilk may transfer your Information to jurisdictions outside your jurisdiction of residence and/or outside the European Union. The data protection and privacy laws of the jurisdictions to which the Information will be transferred may not be as comprehensive as those in the European Union (if applicable to you); in which case Afimilk will take measures to ensure a similar level of protection is provided to your Information.

## **Governing Law & Jurisdiction**

This Privacy Policy shall be governed by the internal substantive laws of the State of Israel, without respect to its conflict of laws principles. Any claim or dispute between you and us that arises in whole or in part from any of the Platforms and/or Services shall be decided exclusively by a court of competent jurisdiction located in Tel Aviv – Jaffa, Israel.