

## **STREETSMART™ – PRIVACY POLICY**

Last Revised: July 18, 2016

Streetsmart Ltd. And its affiliates ("Streetsmart" "Company", "we" or "us") respects the privacy of the users ("User" or "you") of its online website at <http://streetsm4rt.com>. (the "Website") and/or the mobile application (the "App") (collectively referred to as "the Services") and is fully committed to protect the personal information that its 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 Service.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in the Company's terms of use ("TOU"), which this Privacy Policy is incorporated thereto by reference.

### **1. Your Consent (PLEASE READ CAREFULLY!)**

BY ENTERING TO, CONNECTING TO, ACCESSING OR USING THE SERVICE 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 USE THE SERVICE IN ANY MANNER WHATSOEVER.

If you using the Service on behalf of a company or any other legal entity, you represent that you have the authority to bind such entity, its affiliates and users to this Privacy Policy. In that case, the terms "you" or "your" shall also refer to such entity, and its affiliates, as applicable. If you do not have such authority, or if you do not agree with this Privacy Policy, you may not use the Service.

**Please note: you are not obligated to provide us with any personal information by law. You hereby agree and acknowledge that you are providing us with personal information at Your own free will, for the purpose of allowing us to provide you with the Service, and that we may keep such personal information in database which will be registered and kept in accordance with applicable laws and regulations.**

### **2. Which information we may collect on our Users and How do we collect Such Information?**

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

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

The first type of information is non-identifiable and anonymous information ("**Non-personal Information**"). Non-Personal Information is any unconcealed information which is available to us while Users are using the Site and/or App. Non-personal Information which is being gathered consists of technical information and behavioral information, and may contain, among other things, type of end device and operating system, service provider, screen resolution, unique device identifier (UDID) (as long as it does not connect to any Personal Information), browser and keyboard language etc. We may also use statistical tools in order to record your activity and interface with the App and Website. We may link any Non personal Information to any personal information. For avoidance of doubt, any Non-Personal Information connected or linked to any Personal Information shall be deemed as Personal Information as long as such connection or linkage exists.

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. Such Personal Information may include:

- **Personal information that you share** - The Services are based on users' locations and submissions, including user submissions made directly to the Service or user submissions made to third party services (such as your fleet manager) which interact with the Service upon such users' choice or when a User is registered to the Service, all of which may include personal information such as name, hack number, phone number etc.

You may upload and share content, such as traffic reports, with other users of the Services. The content that you submit is neither private nor confidential and you should not have any expectation of privacy with respect to it. You can decide whether or not to upload content to the Services. However, any content that you submit for posting, may be viewed by all users of the Services and by Company.

Information you upload will be posted along with other personally identifiable information. Therefore, you must exercise caution and common sense when submitting information. At the very least you should demonstrate the same degree of caution as when publishing personal information by means other than the Internet and cellular services.

Company may make certain content that you submit for posting, viewable to non-Users in any media.

We, at Streetsmart, take great measures to provide you with the best experience you can have while using the Service; However, Streetsmart has no control over the conduct of any user, and disclaims all liability in this regard. The User has the sole and ultimate responsibility regarding compliance with all laws, regulation or any other duty. We do not accept any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with your participation in any activity or event initiated, held or conducted by a user or a third party nor in connection to any agreement between the users or third parties, including any activity or event related in any way, directly or indirectly, the Services or the use thereof.

- **Location based information that we collect** - When you use your mobile device with a copy of the App installed, Streetsmart collects your location and route information. Streetsmart uses that information to provide you and other users with the Services. Streetsmart may make further use of your location and route information by providing you information about places in your close vicinity. Streetsmart may also use your location and/or route information to create aggregated anonymous data and to use such data in accordance with this policy. Streetsmart will make commercially reasonable efforts to permanently remove or obscure your identity from your location or route information that is used for aggregated purposes. Please note that the App collects Location based information also while in the background (i.e. when minimized).
- **Meta-data** - Streetsmart collects information about the use of the Services. For example, Streetsmart may record the frequency and scope of your use of the Services, the duration of your sessions, the web pages that you visit, information that you read, content that you use or create, your communications with other users and third parties, the Internet protocol (IP) address and the name of the domain that serve you to access the Services, and the geographic location of the computer system that you are using to log-in. Such data is usually automatically collected and stored among others in log files of the Services' computer servers.
- **Username and Password** - To login, you must use your username (which may be you phone number, name or other identifier depends on the version of the App that you are using) and password that you have selected. Streetsmart may also establish and require from time to time additional or different means of identification and authentication for logging in and accessing the Services or for accessing certain features or designated sections of the Services. Your log-in details are under your responsibility. You are fully accountable for any use or misuse of your account and personal details as a result of conveying your details to someone else. You must maintain your log-in details in absolute confidentiality and avoid disclosing them to others. Make sure that you change your password frequently.

### **3. Controlling your personal information**

At all times you may uninstall the App, by using the programs removal feature of your operating system. Following the uninstallation process, Streetsmart will not be able to collect any further location based information from you, or provide you with location based information.

If you wish to remove, change, alter or amend personally identifying details from Streetsmart's servers, please contact us at: support@streetsm4rt.com.

If you find that the information on your account is not accurate, complete or updated, you must make all necessary changes to correct it. Please keep in mind that false, incorrect, or outdated information may prevent you from registering with the Services and impair the ability to provide you with Services.

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

Non-personal, anonymous, statistical or aggregated information is collected among others in order:

- To provide you with the Service and properly operate the Service;
- To create aggregated statistical data for research purposes and customization and improvement of the Service;
- To enhance your experience and help us determine which feature interest the Users;
- To create new services and features, including customized services and to change or cancel existing content or services;
- for further internal, commercial and statistical purposes.

Streetsmart may also use anonymous, statistical or aggregated information collected on the Services, by posting, disseminating, transmitting or otherwise communicating or making available such information to users of the Services, to the Services' providers, partners and any other third party.

Personal Information is collected and used only in order:

- to provide the Services and to enable you to use the Services;
- to operate the Services and to improve and customize your experience with the Services, as well as the experience of other users;
- to provide you with support and handle request and complaints;
- to send you updates, notices, announcements, and additional information related to the Services;
- to send you marketing and advertising material, subject to your prior indication of consent. At any time, you may opt out of the Services' mailing lists as listed below;
- to conduct surveys and questionnaires;
- to share your submissions with other users of the Services and to facilitate communication between you, Company and other users;
- to enforce Company's Terms of Use;
- to contact you when we believes it to be necessary;
- to comply with any applicable law and assist law enforcement agencies under any applicable law, when Company has a good faith belief that Company's cooperation with the law enforcement agencies is legally mandated or meets the applicable legal standards;
- to prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the Services;
- To handle breakdowns and malfunctions;
- to take any action in any case of dispute, or legal proceeding of any kind between you and the Service, or between you and other users or third parties with respect to, or in relation with the Service;
- For purposes provided under this policy and the Terms of Use.

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

Streetsmart will not share any Personal Information it collects with any third party other than as set forth and will consider Personal Information that User provided as confidential.

In light of the aforementioned, Company may disclose Personal Information only 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 TOU, 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 contact information (e.g. name, e-mail address, etc.) of a third-party had been posted or transmitted without their consent or as a form of harassment;
- (f) to protect the rights, property, or personal safety of Company, its Users, or the general public;
- (g) when Company is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of its assets;
- (h) to collect, hold and/or manage your Personal Information through Company's authorized third party service providers (i.e. Amazon cloud services), as reasonable for business purposes, which may be located in a country that does not have the same data protection laws and level of protection as in your jurisdiction;

(i) pursuant to your explicit approval prior to the disclosure.

(j) cooperate with third parties for the purpose of enhancing User's experience.

(k) we may share your real time location and other information to your fleet manager.

(l) In any case of dispute, or legal proceeding of any kind between you and Streetsmart, or between you and other users with respect to, or in relation with the Services;

(m) In any case where Company reasonably believes that sharing information is necessary to prevent imminent physical damage or damage to property;

## **6. Minors**

To enjoy the Service, you must be over the age of eighteen (18). Company does not knowingly collect Personal Information from children under the age of eighteen (18) 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 eighteen (18) are not using the Service.

## **7. Links to Third Party Websites**

Certain links provided in the Service permit you to leave the Service and enter non-Company websites or services. Those linked websites and services are provided solely as a convenience to you. These linked websites and services are not under the control of 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 advertising, products or other information on or available from such linked websites and services or any link contained in a linked websites or service. Company reserves the right to terminate any link at any time. You further acknowledge and agree that 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 such content, goods or services available on or through any such linked sites or resource.

Most of such linked websites and services provide legal documents, including terms of use and privacy policy, governing the use of such websites and services. It is always advisable to read such documents carefully before using those sites, *inter alia*, in order to know what kind of information they are collecting.

## **8. Data Retention**

Streetsmart will retain location and route information for the duration it deems necessary for its reasonable business needs and no more than for a period of 7 (Seven) years from the date such data was collected. Thereafter, your location and route information may be anonymized.

Streetsmart may at all times review, retain and disclose any other information as Streetsmart deems necessary to satisfy any applicable law, regulation, legal process or governmental request and Company's needs and necessities. By doing so Company does not either expressly or impliedly endorse, affirm or in any manner assume any responsibility for such communications.

## **9. Direct Marketing and Push Notifications**

We do not send unsolicited mail (Spam). Sometimes we may need to contact you with a certain offer. You hereby agree that we may use your contact details for the purpose of informing you regarding products, commercial offers, services and new features which may interest you via the e-mail address you have provided or through the Service.

You may withdraw your consent via sending a written notice to Company by email to the following address: [support@streetsm4rt.com](mailto:support@streetsm4rt.com) or on the same manner as the advertising was transmitted to you or by changing your preferences in your mobile phone settings.

You are hereby agreeing for the App to use push notifications (massages that are shown on your device outside of the application itself. You can always withdraw your consent by changing your device settings.

## **10. Security**

We take a great care in implementing and maintaining the security of the Company Service and our Users' Personal Information. The Personal Information is hosted on the Amazon Cloud which provides advanced security features. Company employs procedures and policies to ensure the safety of its Users' Personal Information, and prevent unauthorized use of any such information. However, we do not guarantee that unauthorized access will never occur.

## **11. Third Party Software/App**

While using the Site and/or App we may be using third party software and/or App, in order to collect, store and/or process the information detailed herein. Such software/App include without limitation, Google Analytics which privacy policy can be found at: <https://www.google.com/intl/en/policies/privacy/>, Skobbler which privacy policy can be found at: <http://www.skobbler.com/legal#privacy> and Amazon cloud services which privacy policy can be found at: <http://aws.amazon.com/privacy/>.

## **12. Use of Local Storage**

To make this Service work properly, when you visit or access the Service we use industry-wide technologies such as “cookies” (or similar technologies) in order to improve your user experience by enabling us to ‘remember’ you, either for the duration of your visit (using a ‘session cookie/token’) or for repeat visits (using a ‘persistent cookie/token’). By using or accessing the Service, you agree to our use of cookies. Most browsers will allow you to erase cookies from your computer’s hard drive, block acceptance of cookies, or receive a warning before a cookie is stored. Please note that by deleting or disabling future cookies, your user experience may be affected and you might not be able to take advantage of certain functions of our Service therefore, your online experience may be limited.

## **13. Changes to the Privacy Policy**

The terms of this Privacy Policy will govern the use of the Service and any information collected therein. Company reserves the right to change this policy at any time, so please re-visit this page frequently. We will provide notice of substantial changes of this policy on the Service and/or we will send you an e-mail regarding such changes to the e-mail address that you provided in the registration form. Such substantial changes will take effect seven (7) days after such notice was provided on our Service or sent by email. Otherwise, all other changes to this Privacy Policy are effective as of the stated “Last Revised” date and your continued use of the Service after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

## **14. Have any Questions?**

If you have any questions (or comments) concerning this Privacy Policy, you are welcome to send us an email at: [support@streetsm4rt.com](mailto:support@streetsm4rt.com) or mail us at: 13 Shocken st, Tel Aviv, Israel (Company's address) and we will make an effort to reply within a reasonable timeframe.