

Privacy policy

Last Updated: September 26, 2017

1. Preamble

1.1. DayTwo Ltd. and its affiliates ("**DayTwo**", "**Us**", or "**We**") provides this Privacy Policy (as will be amended and/or updated, from time to time) (the "**Privacy Policy**" or "**Policy**") to inform you of our policies and procedures regarding the collection, use, share and disclosure of information we receive and/or collect from you when you visit and/or use our website at www.daytwo.com (or any other applicable address) and/or our applications (together shall be referred to as the "**Website**") and/or use our Services (as defined in the Terms and Conditions).

1.2. This Policy serves as an integral part of our Website's terms and conditions (the "**Terms and Conditions**"). All capitalize terms herein under this Privacy Policy shall have the same meaning ascribed to the in the Terms and Conditions. Please note that We may post on the Website additional ancillary privacy notices with respect to specific portions of the Service.

1.3. By accessing and/or using and/or browsing the Website and/or purchasing and using the Services, You hereby accept this Policy without limitations, and agree to be abided by its terms. Therefore, You are advised to read this Policy carefully prior to using the Website and/or submitting any information to the Website and/or prior to the purchase and/or use of the Services. If You do not agree to this Policy, in whole or in part, you should not use the Services and/or the Website.

1.4. We may change, amend and/or update the terms of this Policy from time to time, by posting notice on our Website, with a five (5) day advance notice. Your continued use of the Service and/or the Website shall constitute your explicit consent to this Privacy Policy (including any amendment or change thereof). If you do not agree to this Privacy Policy (including the new or different terms thereof), you should not use the Service.

2. Information Collection.

2.1. By using the Website and/or the registration and using the Service, You hereby acknowledge and provide your informed consent that any Personally Identifiable Information you provide and any Non-Personally Identifiable Information we collect from you according to the Privacy Policy will be stored in our database(s), duly registered with the Israeli Registrar, and We will use such Content for the purposes as described herein below.

2.2. Your use of our Website and Services are purely voluntary by You. You understand and agree that you have no legal obligation to provide Us with any Content (as defined below), and the provision of it is solely based on your free will. However, you are aware that without the provision of your Personally Identifiable Information (as defined below) you will not be able to sign-up and/or receive Our Service.

2.3. In the course of your use of the Website (including any of our application) and/or the Service, You will provide and We may collect Personally Identifiable Information and Non-Personally Identifiable Information (above and hereinafter shall be referred to, collectively, as the "**Content**"). This Privacy Policy applies to both Personally Identifiable Information and Non-Personally Identifiable Information.

2.4. Personally Identifiable Information.

2.4.1. **What is Personally Identifiable Information.** "Personally Identifiable Information" means any data and/or information, that is or may personally identify you as an individual, either alone or in combination with other information, including, without limitation: (i) information that you provide about yourself when registering for or purchasing Our Service (such as your name, contact details, payment information); (ii) demographic information; (iii) information about your nutrition, drinking, physical activity and/or any other information regarding your lifestyle patterns; (iv) Information about your health condition (such information can be collected via your food log, surveys, forms, or features while signed in to your account, physical samples you provide in your samples kit (such as blood and stool); your glucose-meter results and results of our microbiome analysis and other medical parameters; (v) any personal and/or sensitive information which We derive on or about you from the foregoing information, such as your personal nutrition recommendations, your gut microbiome analysis, and any other information that We may or are gathering based on the personal information and/or data you provide Us about yourself.

2.4.2. **Your representation.** By providing Us (whether via the Website and/or by using the Services) any Personally Identifiable Information, you hereby warrant and represent that such Personally Identifiable Information is yours, you have the legal right to provide us such information and it is complete, accurate and true.

2.4.3. **License to use Personally Identifiable Information.** We do not claim an ownership of the Personally Identifiable Information you provide Us. However, when you provide Us with Personally Identifiable Information you hereby grant Us an irrevocable, royalty-free, non-exclusive, unlimited license (with the right to sub-license), to use your Personally Identifiable Information in accordance with the terms of this his Privacy Policy so that we can provide Our Services to You. You hereby agree that Personally Identifiable Information shall be used by Us and/or our third-party service provides working on our behalf for the provision of the Services, only pursuant to this Policy.

2.4.4. **How We Use Personally Identifiable Information.** Personally Identifiable Information shall be used by Us and/or our third party providers for the following purposes: (i) to provide you with the Service (including the Newsletter, as defined below) and related services consumed by you (such as dietitian services), (ii) monitor and analyze your use of the Service and, if required, for the technical administration

and troubleshooting of the Service and/or the Website, (iii) to personalize your experience with the Services, and to better understand your needs both on an aggregated and individualized basis in order to improve our Service(s), (iv) to provide you Service announcements and further administrative information regarding your progress; (v) provide you offers from Us and/or third parties that we believe you may find useful or interesting (including Promotional Materials, as defined below), (v) to create statistical data, (vi) to enforce our Terms of Use, (vii) to communicate with you and contact you to obtain feedback from you regarding the Service and the process you are going through; (viii) transfer to third party vendors, service providers, contractors who are working on our behalf in connection with the Services and related services rendered to you, such as; (ix) for storage and/or back up purposes and (x) as otherwise authorized by You.

2.4.5. Your right to review, amend and delete your Personally Identifiable Information. You have the right to review your Personally Identifiable Information stored in our database(s), and also provide a request to update, amendment and/or delete it by contacting us at [<https://www.daytwo.com/support/openTicket>]. We will act, subject to applicable Governing Law, to comply with your request. We may retain certain information as deemed required by applicable law, or for legitimate business reasons, for the duration as required under applicable law. Please note, that if you completely delete your Personally Identifiable Information, your account may be deactivated and as such, you will not be able to use Our Service. Please be aware that even after your request for a change is processed, we may, for a time, retain residual information about you in our backup and/or archival copies of our database. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

2.5. Non-Personally Identifiable Information.

2.5.1. What is Non-Personally Identifiable Information. "Non-Personally Identifiable Information" means any anonymous and/or statistical information does not reveal your specific identity as an individual, including (without limitations): (a) information that is linked or reasonably linkable to a particular computer or device; browser and device information; page visited; anonymous traffic data; operating system type and version; IP address; time spent on the Website or Services; clicks on adds etc.; (b) any information that We collect about You (via your use of the Website and/or the use of the Services) and/or derived from such information, and/or any such information which became known to Us in connection with your use of the Website and/or Service, including (without limitations) though surveys, questionnaires, forms or other features, physical samples provided to us, analysis results, provided, however, that any and all such information has been detached and stripped of any and all Personally Identifiable Information, and as such does not and cannot personally identify You as an individual, and is not combined with information that personally identifies You.

2.5.2. License to use Non-Personally Identifiable Information. By using the Website and/or the Services, You hereby acknowledge and consent that Non-Personally Identifiable Information will be considered as non-confidential, non-proprietary, and unprotected, and you hereby grant Us an irrevocable, non-exclusive, royalty-free, unlimited license to use the Non-Personally Identifiable Information for the purposes set forth in this Privacy Policy, or for any other purpose as We will see fit, and You will have no claim and/or demand (whether monetary or otherwise) towards Us in this regard.

2.5.3. How we receive and collect Non-Personally Identifiable Information. We may use several technologies (that will apply to your computer and/or you mobile device) in order to receive and/or collect Non-Personally Identifiable Information from Your use of the Website and/or Services, as follows.

2.5.3.1. Cookies, pixel tags, local storage objects and similar technologies (together shall be referred to as "**Cookie**"). A Cookie is a small data file that we transfer to your computer's hard disk (or you mobile device, as the case may be) for record-keeping purposes. We use "session ID cookies" to enable certain features of the Service, to better understand how you interact with the Service, to store and receive identifies and other information on computers, phones and other devices and to monitor web traffic routing and aggregate usage of the Service. You can instruct your browser or mobile (as the case may be), by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the website you visit. If you do not accept Cookies, however, you may not be able to use all portions or all functionality of the Service. If we are to collect Personally Identifiable Information via Cookies - we will obtain your prior consent to such collection, as legally required under applicable Law.

Please note that other websites and applications may also place or read cookies on your computer's browser and/or mobile device, or otherwise collect information of you. This Policy, however, does not cover such third parties' use of the data as described under section "Links to Third Party Sites" in the Terms of Use.

2.5.3.2. GIFs. Clear GIFs are tiny graphics with a unique identifier, similar in function to Cookies. In contrast to Cookies, which are stored on your computer's hard drive, clear GIFs are embedded invisibly on the web pages. We may use GIFs or other similar technologies in our Website in order to identify the users' behavior in the Website and/or while using the Services.

2.5.3.3. Log Data. Log data means the Information that your browser sends when you visit a website or online service ("**Log Data**"). This Log Data may

include, but is not limited to, your computer's Internet Protocol address, location, browser type, the web page you visit before or after you accessed the Service, the date and time of your visit information of your activities within the Service, other browser or device identifiers, crash data, Internet service provider and other standard server-log information.

2.5.3.4. Automated devices and applications, such as **Google Analytics**: We use such tools in order to evaluate usage of our Service, and they help us improve our Services, performance and user experience. We may also engage third parties to track and analyze Service data or provide other services on Our behalf. Such third parties may combine the information that We provide about you with other information that they have collected. This Policy does not cover such third parties' use of the data. For additional information about the nature of information collected through the Google Analytics services, press [here](#).

You are able to block, delete, or disable these technologies if your browser/application/device permit such option. However, if you such technologies, you may not be able to take advantage of certain site features, services, applications, or tools. You may also be required to re-enter your password more frequently during your browsing session.

2.5.4. **"Do Not Track" Signals.** Some web browsers may transmit "do not track" signals to the websites and other online services with which the browser communicates. There is no standard that governs what, if anything, websites should do when they receive these signals. We currently do not take action in response to these signals. If and when a standard for responding is established, We may revisit its policy on responding to these signals.

2.5.5 **How We Use Non-Personally Identifiable Information.** We may use information that is Non-Personally Identifiable Information for the purposes described under the section labeled "How We Use Personally Identifiable Information" above and in addition (i) to provide, operate, analyze, develop and improve the Service(s); (ii) to conduct data and system analytics and statistics; (iii) to ensure the Service functions properly; (iii) for further and/or additional research(s), including general healthcare research (whether researches that are related to the Services or not) which we may conduct from time to time and/or to other commercial purposes, including, without limitation to analysis and efficiency tests of marketing campaigns in social medias etc., (iv) to monitor and analyze use of the Service and for the technical administration of the Service, (v) to transfer and/or disclose to third party vendors, service providers, contractors or agents who are working on our behalf, provided that they agree to keep your Personally Identifiable Information confidential; and (vi) as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside your

country of residence; (d) to protect our operations; (e) to protect our rights, privacy, safety or property, you or others; and (f) to allow us to pursue available remedies or limit the damages that we may sustain.

3. Information Sharing and Disclosure.

3.1. By using the Website and/or the Services, you hereby acknowledge and provide an informed consent that the Content may be shared with other, according to the terms set forth herein:

3.1.1. Authorized Disclosure. We may make your Personally Identifiable Information available to third parties that are authorized by you to receive such Personally Identifiable Information.

3.1.2. Third Party Providers. We may use third party service providers to facilitate the Service, to perform actions on Our behalf and to perform services related to the administration of the Services (*i.e.* labs, cloud or internet-based storage, data processing solutions). Such third-party service providers are subject to confidentiality obligations and may be exposed to a limited portion of your Personally Identifiable Information, only for fulfilling their obligations to Us with respect to the provision of the Services.

3.1.3. Aggregate Information and Non-Identifying Information. We may share Non-Personally Identifiable Information with third parties (including third parties provides). Inter alia for research purpose, industry analysis, demographic profiling, statistical purpose and/or any other commercial purposes, as we see fit. In addition, You acknowledge that the increasing adoption of health information technologies can accelerate groundbreaking healthcare research that combine large, complex data sets from multiple sources. You agree that we may participate in clinical research or reports with third-party partners (such as healthcare institutions and pharmaceutical companies) by sharing aggregated, de-identified data that does not identify You individually. As this is information does not specifically identify You, You hereby warrants and represent that You will not have claim and/or demand, from any kind, regarding this share of Non-Identifying Information to third parties.

3.1.4. Compliance with Laws and Law Enforcement. We cooperate with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any Content to government or law enforcement officials or private parties as We, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect Our or a third party's property and rights, to protect the safety of the

public or any person, or to prevent or stop any activity We may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable.

3.1.5. Other Transfers. In connection with a merger, acquisition, reorganization or sale of all or substantially all of our shares or assets, or in the event of our bankruptcy, We may transfer some or all of Our assets, including among others any Content, subject to Our Privacy **Policy as in effect immediately prior to such a transfer (except if We notify you otherwise)**. If We believe a transfer results in a material change in the use of the information We've collected or received about You, We will give you the opportunity to opt out of the transfer.

4. **Promotional Materials and Newsletter.**

4.1. If and to the extent you opt-in and mark the relevant check-box in our Website that you are interested in receiving updates and/or promotional and/or marketing and/or advertising material from Us, about DayTwo and its Services (the "**Promotional Material(s)**"), you explicitly consent, pursuant to the Governing Law, to receive from Us advertising and/or promotional material about Us and/or the Service via different media, including but not limited to e-mail, fax, automated voice-messages and text messages. Please note, that if you no longer interested in receiving Promotional Materials, you can opt-out at any time by following the unsubscribe instructions provided in Promotional Material itself, and following the receipt of an opt-out request we will remove you from the Promotional Material's mailing list.

4.2. As an integral part of the Service, we may send you, from time to time, via direct mailing an informative and professional Newsletter, which is tailored to the nutrition and wellness recommendation We provide You (above and hereinafter, the "**Newsletter**"), and the registration to the Service Forms You explicit consent to receive the Newsletter via the e-mail address you provided while registering to the Services. Please note, that if you no longer interested in receiving the Newsletter, You can opt-out from the mailing list of the Newsletter by following the unsubscribe instruction provided in the Newsletter, and following the receipt of an opt-out request we will remove you from the Newsletter's mailing list.

5. **Data Protection and Security.**

5.1. We are concerned with safeguarding your Personally Identifiable Information. We employ a combination of administrative, technical, personnel and physical measures designed to protect your Personally Identifiable Information from unauthorized access, use, disclosure and modification. However, we do not promise that any information or private communications will be fully protected from unauthorized disclosure or use. You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. If you receive an e-mail asking you to update your information with respect to the Service, do not reply and please contact Us at www.daytwo.com/help.

6. International Processing or Transfer.

6.1. You are aware that We may process, maintain, store and/or or transfer the Content (whether in whole or in part) to countries outside of your state or country (including in Europe and/or United States), where the privacy laws may not be as protective as those in your jurisdiction, and You hereby provide your informed consent to the use and/or process and/or storage and/or transfer of the Content (including, without imitations to you Personally Identifiable Information) to countries outside your state or country.

7. Our Policy toward Children.

7.1. The Website and Services are intended for a general, adult audience. We do not knowingly collect Personally Identifiable Information from minors aged 18 or younger. If a parent and/or legal guardian becomes aware that his or her child has provided Us with Personally Identifiable Information without their consent, he or she should contact us at www.daytwo.com/help.

8. Applicable Law.

8.1. This Privacy Policy shall be governed by and construed in accordance with the laws of the State of Israel, excluding its choice of law principles (above and hereinafter: "**Governing Law**"). Any dispute arising in connection with this Privacy Policy shall be subject to the exclusive jurisdiction of the competent court in Tel-Aviv, Israel.

9. Contacting Us.

9.1. If you have any concerns or questions about this Policy, please contact us at www.daytwo.com/support.

10. Special Notice to Residents of the State of California, USA.

10.1 Residents of the State of California, USA have the right to request a list of all third parties to which a company conducting business in California has disclosed personally identifiable information during the preceding year for direct marketing purposes. Alternatively, the law provides that if the company has a privacy policy that gives either an opt-out or opt-in choice for use of your personally identifiable information by third parties for marketing purposes, the company may instead provide you with information on how to exercise this choice. Please note that we do not share Your Personally Identifiable Information to third parties for marketing purposes.