

## **Privacy Policy**

THIS PRIVACY POLICY IS IN ADDITION TO AND IS INCORPORATED INTO THE END USER LICENSE AGREEMENT (THE "EULA"). IT REFERS TO BITES, CUSTOMER AND END-USERS (AS SUCH TERMS ARE DEFINED IN THE EULA).

### **General**

1. All terms in capital letters not otherwise defined herein, shall have the meaning ascribed to them in the EULA as they appear in <https://www.mybites.io/terms-of-use>.
2. This Privacy Policy sets forth our policy and practices with respect to personal information that will be processed by us in relation to (i) your browsing through our landing page, if applicable and (ii) your access and use of the Platform and Services. Any information that does not constitute personal data, is out of the scope of this Privacy Policy.

### **Personal Data that we collect and Process ("Personal Data")**

3. We might collect, receive, use and process Personal Data that:
  - 3.1. You voluntarily provide; and/or
  - 3.2. We collect through your use of the Platform and Services
  - 3.3. We receive in connection with any consumer issues that also relate to our operation of the Platform and Services (such as refunds, customer support).
  - 3.4. We receive from other third parties

### **The Types of Information that we might collect, receive, use and process:**

4. Contact Information: Unique user number; first and last name; email address; telephone number; address.
5. Demographic Information: location (country), location of branches.
6. Hierarchy organizational structure.
7. Platform Use Data: Unique access code, software version, Mobile Device type, Operating System version, Account creation date, End User activity level, Interaction with Platform features, end of program satisfaction survey.
8. Support Interaction Data.
9. Marketing Attribution Data – unique URLs (links) assigned to marketing campaigns or sites, coupons, retailer or third-party seller(s).
10. At no time shall Personal Data collected from you in accordance with this Privacy Policy or any information or materials derived from such Personal Data be deemed to be an electronic health record or an electronic medical record for any purpose whatsoever under any law or regulation, including without limitation for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996.

### **The Purposes for which we use your Personal Data.**

11. **Provision of the Services and use and access thereto:** your Personal Data as described above is used by us for (i) allowing you access to the Platform (ii) provision of the Service as intended. This is based on our contract with you as stipulated in the EULA.

12. **Certain Purpose:** If you provide Personal Data for a certain purpose, we may use the Personal Data in connection with that purpose for which it was provided. For instance, if you contact us by e-mail, we will use the Personal Data you provide to answer your question or resolve your problem and will respond to the email address from which the contact came. This is based on your consent and on our obligations under the Terms.
13. **Internal-Business Purpose:** We may use your Personal Data for internal business purposes, including without limitation, to help us improve the content and functionality of the Platform and our Services, to better understand our Customers and End-Users, to protect against, identify or address wrongdoing or fraud, to enforce our EULA and this Privacy Policy, to manage your account and registration and provide you with customer service and support, and to generally manage the Platform, our Services and our business. This is based on our legitimate interests, and our contractual obligations set forth in the Terms.
14. We also anonymize and aggregate Personal Data (so that it does not identify you) and use it for purposes including testing our IT systems, research and data analysis.
15. **Marketing Purpose** If, upon subscription to the Platform and the Service, you've confirmed your assent to receive promotional and other commercial information by Bites, then Bites shall be entitled to use certain aspects of the Personal Data for promotional purposes, such as to offer You additional products or services. Under such authorization, Bites shall not divulge such Personal Data to third parties, unless you consent to this. You have the right to withdraw your consent to receive marketing materials at any time, by contacting us at [info@mybites.io](mailto:info@mybites.io).
16. **Security and Dispute Resolution:** We may use Personal Data to protect the security of the Platform and Services, to detect and prevent fraud, fishing, identity theft, data leakage, to confirm the validity of software licenses, to resolve disputes and enforce our agreements. This is based on our legitimate interest, and our contractual obligations as set forth in the EULA, as applicable.
17. **Data Retention, Archives:** In the interests of the Customer and the End-User, we retain and archive Personal Data as long as it necessary to obtain our services, meet with contractual obligations, laws and regulations and subject to our retention policies, End-User's "right to be forgotten" and this Privacy Policy.
18. **Transfer/Share/Disclose Data: We will not Transfer/Share/Disclose any Personal Data unless it is necessary to perform our services to you and on "need to know basis". Therefore,** we may share your Personal Data with our affiliates, contractors and service providers who process Personal Data on our behalf to perform the Services and certain business-related functions. While we do so we make sure that they will be bound to maintain that Personal Data in accordance with this Privacy Policy.
19. **Other Purposes:** If we intend to use any Personal Data in any manner that is not consistent with this Privacy Policy, you will be informed of such anticipated use prior to or at the time the Personal Data is collected, used or processed, unless such other purposes are related to the purposes above.

#### **Use of Cookies-**

20. We use "Cookies" (whether of Bites or of third parties) to help you personalize your online experience. A Cookie is a text file that is placed on your hard disk by a web page server. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the Cookie to you.
21. One of the primary purposes of Cookies is to provide a convenience feature to save you time. The purpose of a Cookie is to tell the web server that you have returned to a specific page. For example, if you personalize your Account pages, or register with the Platform and/or the Services, a Cookie helps Bites to recall your specific information on subsequent visits. This simplifies the process of recording your Personal Data, such as IP addresses, username and so on. When you return to the Website, the information you previously provided can be retrieved, so you can easily use the Platform features that you customized.

22. 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 or other web sites you visit.
23. We use remarketing codes to log when users view specific pages or take specific actions on a Platform. This allows us to provide targeted advertising in the future. If you do not wish to receive this type of advertising from us in the future you can opt out using the [Network Advertising Initiative opt-out page](#).

#### **With Whom We Share your Personal Data**

24. For data storage and cloud services, the Personal Data collected by us is stored at Amazon Web Services US.
25. In order to deliver our Services, data may be processed by our third parties service providers of the following categories: email exchange servers services and SMS providers ("**Suppliers**"). We transfer only the minimum data that is necessary for conducting our services. The data is transferred only to suppliers approved by us that allow for compliance with GDPR.
26. We may disclose your Personal Data if required to do so by law in order to (for example) respond to a subpoena or request from law enforcement, a court or a government agency (including in response to public authorities to meet national security or law enforcement requirements), or in the good faith belief that such action is necessary to (a) comply with a legal obligation, (b) protect or defend our rights, interests or property or that of third parties, (c) prevent or investigate possible wrongdoing in connection with the Platform and/or Services, (d) act in urgent circumstances to protect the personal safety of Customers and/or End Users of the Platform and Services or the public, or (e) protect against legal liability.
27. In the event of a corporate sale, merger, reorganization, dissolution or similar event, Personal Data may be part of the transferred assets. You acknowledge and agree that any successor to or acquirer of Bites (or its assets) will continue to have the right to use your Personal Data and other information in accordance with the terms of this Privacy Policy.

#### **Transfer of Personal Data of EEA data subjects, outside the EEA**

28. Personal Data may be transferred, stored and processed in countries outside the EU or European Economic Area (EEA). Such transfer to third countries may include countries that do not ensure adequate level of data protection laws as required by EU privacy laws. We will only transfer your Personal Data outside the EEA (1) to countries recognized as adequate by the EU commission; (2) if no adequacy status is granted, then subject to the implementation of the applicable safeguards provided by applicable law (including the GDPR); (3) if no safeguards are available, then subject to acceptable derogations as set forth in the GDPR.

#### **Your rights in relation to your Personal Data**

29. **Right of Access, Updating, Correcting and Deleting:** You may have the right to request access to your Personal Data that we process. You may also have the right to request to correct or rectify any inaccurate Personal Data that we process about you, or delete it, depending on the circumstances, all subject to applicable laws and regulations, and our internal processes and procedures for complying with such requests.
30. Our Platform enables you to view, edit, or delete your Personal Data independently whenever you wish to do so. You may otherwise request the deletion of your Personal Data by submitting a written

request to us through [info@mybites.io](mailto:info@mybites.io). Please note however, that deleting information from the Platform or otherwise through submitting a request to us, may have detrimental effect on your ability to use the Platform or on the performance of the Platform, and any such effects and results are at your own risk and liability. Certain information, if deleted, will effectively constitute deletion of your account and termination of your subscription.

31. We will respond to requests to access, edit or delete your Personal Data within 30 days, or according to applicable law.
32. We may retain your Personal Data for as long as you are an active user of the Platform and for a period of six (6) months as of your last activity in the Platform, after which it will be deleted. The foregoing is subject to certain exclusions, to the extent longer retention of certain information is required under applicable laws, or if we anticipate or have any grounds to anticipate we shall need the information for the purposes described in section 17 above. Even if we delete your Personal Data it may persist on backup or archival media for an additional period of time due to technical issues, until written over.
33. Please note that unsubscribing from the Platform does not delete Your information.
34. Right to Restriction of Processing: You may have the right to restriction of processing subject to applicable laws. If you wish to object the processing, you are required to contact us to: [info@mybites.io](mailto:info@mybites.io).
35. You may have the right to lodge complaint with a supervisory authority. However, prior doing so, you are encouraged to contact us directly by email to [info@mybites.io](mailto:info@mybites.io) in order to resolve the issue quickly and efficiently, if you wish to do so.

### **Security of Personal Data**

36. We are committed to protecting the security of any Personal Data on our database and network. We use a variety of security technologies and procedures to help protect all Personal Data from loss, misuse, unauthorized use, access, inadvertent disclosure, alteration and destruction. However, no network, server, database or Internet or e-mail transmission is ever fully secure or error free. Therefore, you should take special care in deciding what information you disclose.

### **Exclusions**

37. This Privacy Policy does not apply to any Personal Data collected by Bites other than Personal Data collected through the Platform and the Services. This Privacy Policy shall not apply to any unsolicited information you provide to Bites through the Platform and the Services or through any other means. This includes, but is not limited to, information posted to any public areas of the Platform, such as bulletin boards (collectively, "Public Areas"), any ideas for new products or modifications to existing products, and other unsolicited submissions (collectively, "Unsolicited Information"). All Unsolicited Information shall be deemed to be non-confidential and Bites shall be free to reproduce, use, disclose, and distribute such Unsolicited Information to others without limitation or attribution.

### **Children**

38. The Platform and the Services are intended for adults. Users under the age in their current place of residence are not permitted to use the Platform and Services. We have the right to implement age verifications measures, and to subject the right to download and use the Platform to passing such verification.

### **Links to Other Websites**

39. This Privacy Policy applies only to the Platform and the Services. The Platform may contain links to other websites not operated or controlled by Bites (the “Third Party Sites”). The policies and procedures we described here do not apply to the Third-Party Sites. The links from the Platform and/or the Services do not imply that Bites endorses or has reviewed the Third-Party Sites. We suggest contacting those sites directly for information on their privacy policies

### **Dispute Resolution**

40. If you have a complaint about our privacy practices, you should write to us at [info@mybites.io](mailto:info@mybites.io). We will take reasonable steps to work with you to attempt to resolve your complaint.