

Tnuva - Unified Privacy Policy

Purpose of this Privacy Policy

The purpose of this privacy policy (“**Privacy Policy**”) is to outline how the Tnuva Group collects, processes, and uses Personal Information (as defined below).

“Tnuva Group” includes Tnuva, a Cooperative Center for the Marketing of Agricultural Produce in Israel Ltd. and any entity directly or indirectly held or shall be held by Tnuva. It is clarified that only a company from the Tnuva Group that collected information from you will be responsible only for actions and omissions regarding your information (and not for actions or omissions of other companies in the group).

This policy applies to all Tnuva services and activities and to the digital and other channels it uses, such as internet, applications, telephone, mail and E-mail, text messages, face-to-face conversations, and more.

Anyone who uses and/or wishes to use Tnuva’s services or participate in activities related to it hereby gives their consent to this Privacy Policy and the Terms of Use. If you do not agree to all terms of the Privacy Policy or any of the Terms of Use, you should refrain from using Tnuva’s services and from providing or allowing the collection of Personal Information about you (for example, by removing the application, stopping browsing on the relevant website, canceling a personal account, etc.).

We have tried to formulate the Privacy Policy in clear, simple, and accessible language. If you still have a question and/or a problem arising from the Privacy Policy detailed below, you can contact us at: Yegi'a Kapayim 21, Petach Tikva, via email: moked@tnuva.co.il; and by fax: 08-6832030. The reference is in masculine form but refers to both genders. To make reading easier, we will call the services that Tnuva or parties it collaborates with provide from time to time “the Services” and the products that Tnuva or parties it collaborates with provide from time to time “the Products.”

We may change our contractual documents and this Privacy Policy from time to time. You are required to read them frequently and with each use of a Service or Product.

The language of address is in the masculine gender but refers to both genders.

1. Various Legal Documents

If you have entered into a written agreement with us, its provisions also apply to you. If you have browsed any of Tnuva’s websites, the regulations or terms of use detailed there also apply to you. We refer to all these documents and this Privacy Policy as “**Terms of Use**.”

In detail:

- a. Your engagement with Tnuva may be subject to the following documents and/or terms (“**Engagement Documents**”):

- Consent according to a conversation script recorded in Tnuva's voice response – insofar as you have contacted Tnuva by phone.
 - A written agreement - if you have signed one.
 - Regulations and/or terms of use of Tnuva sites ("**Terms of Use**") - if you have browsed and/or used any of Tnuva's websites ("**Tnuva Sites**"). Tnuva sites are listed below, but the list may change from time to time (it's important that you read the Terms of Use on the sites you browse): www.tnuva.co.il, www.chef-lavan.co.il, www.kashrut-tnuva.co.il, www.tnuvastory.co.il, Tnuva pages/sites/areas in various media such as social networks.
 - Agreements between you and Tnuva.
 - Additional terms listed in any of the documents mentioned or in the platforms where they are displayed. These will also be considered part of the Terms of Use.
- b. The Privacy Policy is part of your engagement documents with Tnuva. Thus, if there are terms such as limitation of liability, jurisdiction and applicable law clauses, they will also apply to this Privacy Policy.
- c. All definitions and terms in the Privacy Policy will be identical to those appearing in the Terms of Use, unless explicitly defined otherwise in this Privacy Policy.

2. What is Personal Information and How is it Collected?

"Personal Information" is information which relates to an identified or identifiable natural person. Personal Information is collected when you provide it (for example, when you register for Tnuva's services or from details you provide to us in the engagement agreement with us), automatically (for example, when you use Tnuva Sites), as part of the services (for example, during conversations or correspondence with our various representatives) and from social networks (if you allow access to them). Please note that the consents you give according to the Terms of Use also apply to data that is not Personal Information.

In detail:

Tnuva collects Personal Information during the use of Tnuva Sites. For example:

- a. Registration. Some services require registration, such as registration for purchasing products, creating a personal account, etc. ("**Registration**"). If the requested data is not provided in the mandatory fields on any of Tnuva's Sites, you may not be able to create a personal account, order products, operate the full services on the sites, and/or join Tnuva's mailing lists.
- b. Voluntary provision of details. If you provide your contact details, we will use them as stated in this policy, to contact you and for the other purposes stated below.
- c. As part of the services. During the performance of the services, data about the user will be collected, such as:
 - User contact details, phone number and ID number.

- Credit card details with which orders were placed on Tnuva Sites or from Tnuva.
 - Details about products ordered on Tnuva Sites or from Tnuva.
 - Audio recordings as part of recording conversations with Tnuva's service centers.
 - As part of satisfaction surveys regarding promotions, products and/or services offered by Tnuva, anyone on its behalf and/or by third parties with whom the company has business cooperation.
 - Demographic information (such as age, marital status, year of birth, as long as you provide it).
 - Consumption habits (such as orders you made, deliveries made to you) and behavior, complaint details.
- d. Social networks. If you choose to give access to a Facebook account or another social network (together "**Social Networks**"), you give permission to Tnuva to receive Personal Information from those social networks according to your authorization (for example, full name and picture). Please note that the possibility of receiving such information from social networks is usually subject to the user's settings in those Social Networks and/or their policy policies, and the user is solely responsible for checking them. However, it is clarified that Tnuva does not request access to the user's password on Social Networks.
- e. Automatic tools; Technical information:
- Tnuva Sites use automatic tools to monitor and characterize your use of the websites and/or other digital media. These tools may collect Personal Information about you and about your use of the site or any of the services. This information includes, but is not limited to, your Internet service provider details, your Internet Protocol address (IP address), the domain name for accessing the site, characteristics of the device you are using, location of the device used to access the site, times and modes of use of the site, your browser type, and additional details indicating how the site is used.
 - Tnuva Sites use automatic monitoring tools, such as "Cookies," web beacons, usage logs (Log Data about the use of the communication channel, for example from the browser and/or from the site), tags, pixels (hereinafter "**Cookies**"), to collect data and Personal Information as mentioned above such as your use of the services, the sites, and to verify details and adapt the site to the user's personal preferences, characterize products suitable for you, adapt content such as tailored advertisements for you even when browsing other sites, for information security purposes and more.
 - Cookies are files created by Tnuva or third parties computers (usually in the user's browser). Some Cookies will expire when you close the browser and others are stored on the user's computer hard drive. Cookies contain various information such as the pages you visited, how long you

stayed on the site, how you got to the site, sections and information that the user wants to see when entering the site and more. Cookies may also save information about the user's browsing habits on other sites, including the sites they browsed, the pages on the sites and any other action on the sites.

- Tnuva uses third parties such as Google Inc. (services such as Google Tag, Google Analytics, and more) and Meta Platforms Inc. (formerly Facebook with tools such as Facebook Pixel) to provide you with content on and off Tnuva Sites.
- For your convenience, the following links provide information about the practices of third parties with whom Tnuva collaborates:
<https://www.facebook.com/policies/cookies>,
<https://tools.google.com/dlpage/gaoptout>,
<https://policies.google.com/technologies?hl=en>,
<https://support.google.com/analytics/answer/7532985?hl=en>
- In these links, you can also find information about the options they offer you to manage the use of their Cookies.
- Additionally, you can also use the Google Analytics opt-out plugin designed for installation on internet browsers.

3. Non Identifiable Data

What is Non Identifiable Data and what is done with it? Non Identifiable Data refers to data that does not lead to a person identification using reasonable means. This includes data derived from Personal Information or your use of services (metadata), as well as aggregated or anonymized data. This data belongs to Tnuva, which may use it as it sees fit without providing you or anyone on your behalf with anything in return.

In detail:

- a. Tnuva collects non-identifying data, aggregate data, statistical data, and other data derived from the user's Personal Information and/or technical information ("**Non Identifiable Data**").
- b. Tnuva owns all rights to the Non Identifiable Data. The user waives any right (including the right to royalties or any other compensation), claims, demands, or requests in connection with it (including in connection with any product or service that will be developed, purchased, offered in connection with or in light of the Non Identifiable Data).

4. User Declarations

What are your commitments regarding information you provide or allow to be collected? You commit that the information will be correct, accurate and complete and that you are allowed to provide it or allow its processing in accordance with the Terms of Use.

In detail:

- a. You represent and warrant that all information you provide and/or update is correct, accurate and complete, and that you completed the registration and/or provided the

information in your name and for yourself only, and not on behalf of and/or for third parties, except in cases where you were explicitly authorized to do so.

- b. In case you provide Tnuva information pertaining to third party you represent and warrant that you are authorized to do so and that Tnuva may process such information according to the Terms of Use.

5. Use of Information

What does Tnuva do with Personal Information? In general, Tnuva uses it for the purpose of providing, managing, and operating its services, products, and content, as well as research and development of new services, products, and content. In addition, Tnuva uses Personal Information to protect various rights.

In detail:

Tnuva will use Personal Information for the purpose of providing services and developing new products and services. Among other things:

- a. For the purpose of managing and operating Tnuva Sites, services, products and/or businesses related to it, for example:
 - For the purpose of providing customer service, sales management, marketing various products and services.
 - For the purpose of tracking inquiries, monitoring the quality of service, products, and various content, and offering to receive similar, complementary, and/or other content, products, services.
 - To contact you, users, customers, consumers, and more. For example, for handling complaints, requests, collecting your inquiries, and for our future inquiries.
 - For the maintenance of Tnuva Sites, detecting and preventing illegal or contrary use of the Terms of Use of any of the Sites and any of Tnuva's services, content, and/or products.
- b. To improve, enrich, develop and/or change Tnuva Sites, services, products and/or content that Tnuva offers or new products, services, and content.
- c. For the purpose of conducting analyses, various statistics, surveys, research, etc., or to allow others to do so. For example, Tnuva periodically conducts various satisfaction surveys regarding various promotions, Tnuva Sites, products, and/or services.
- d. Compliance with legal provisions, information security, and prevention of cyber incidents.
- e. Protection of its rights and the rights of third parties such as customers, consumers, users of Tnuva Sites, and its business partners.
- f. Tnuva's internal business purposes, such as focus, data analysis, audits, streamlining and improving services, fraud prevention, and other internal purposes.

- g. For customer recruitment and other marketing purposes such as delivering marketing content as detailed below.

6. Marketing Content

What is marketing content and how is it provided? Marketing content includes information, data, and various materials (including advertisements, direct mail, direct mailing services and marketing approaches, as defined in various laws that can be found through any search engine). Marketing content will be made accessible to you through various channels within Tnuva Sites and outside them, on social networks, in various digital media and through other means.

In detail:

- a. Personal Information may be used to offer information, content, data, and various offers by way of presenting advertisements as defined in the Communications Law (Bezeq and Broadcasting), 1982 (“**Advertisement**”), direct mail and/or direct mailing services as defined in the Protection of Privacy Law, 1981 (“**Direct Mail**” and “**Direct Mailing Services**”), marketing approaches as stated in the Consumer Protection Regulations (Database for Limiting Marketing Inquiries), 2022 (“**Marketing Inquiries**” and together “**Marketing Content**”). This may be done by Tnuva and/or third parties, for Tnuva and/or third parties, and whether the content will be from Tnuva and/or third parties, either in a segmented manner or in a sweeping manner.
- b. You give your consent to such use and to receive content through any means of communication, including mail, email, telephone and mobile phone, recorded messages, short message notifications, push notifications, advertisements on various sites, fax, E-mail, social networks and other means. It is clarified that Tnuva may rely on third parties to carry out the above or allow third parties to do so, for example, by displaying marketing content in various media and on sites other than Tnuva Sites.
- c. You may, at any time, notify of your refusal (generally or of a specific type) to receive advertisements and/or a direct mail from Tnuva or from third parties as mentioned above, and withdraw your consent by sending a removal notice to the email address Moked@tnuva.co.il or via the “Remove” button that will appear at the bottom of the message, as well as the option to respond in the same way in which the sending is offered with the word “Remove”. After receiving the request, sending content to the user will stop, and instructions will be given to cease using the information for direct mailing services. However, the information needed for Tnuva’s purposes may continue to be stored in Tnuva’s database subject to the provisions of the law (including in accordance with the other provisions of this Privacy Policy).

7. Disclosure of Personal Information to Third Parties

Will we share the Personal Information? Tnuva may share the Personal Information or provide a copy of it to those who assist it in maintaining its business activity and acting in accordance with the Terms of Use and as we detailed above.

In detail:

Tnuva may transfer Personal Information (including by providing access) to third parties, including the operator, in connection with Tnuva's services, products, content, and/or business activity, including as detailed below:

- a. Provision of services and products. For example, to complete a product order as part of handling a complaint or promotion, we may transfer information to shipping companies or to the promotion manager. Our data storage service providers will store Personal Information for us. Our software providers help us operate Tnuva Sites and will be exposed to Personal Information. Information security companies that assist in securing Tnuva Sites will also be exposed to Personal Information.
- b. Delivery of marketing content. For example, various advertising companies, internet advertisers and more. Note that we may provide Personal Information to various companies and platforms for marketing purposes or allow them to embed Cookies on our sites as a third party (we detail below and, in the paragraph, describing the use of Cookies).
- c. As part of collaborations with companies that are business-related to Tnuva.
- d. Violations. In any case where Tnuva believes you have violated the Terms of Use and/or in cases where you have performed or attempted to perform actions contrary to any of them.
- e. Legal proceedings. In connection with a judicial order, other judicial proceeding, and/or demand of a competent authority to provide the information. Due to any dispute, claim, demand, lawsuit, and/or legal proceedings that will be conducted between the user and/or anyone on their behalf and/or any third party.
- f. Prevention of damages. In any case where Tnuva believes that the disclosure of information is necessary in order to prevent damage to the property, assets and/or rights of Tnuva, other users, and/or third parties, or to prevent other damage, in its so and exclusive discretion.
- g. Transfer of business activity. In the event that Tnuva has transferred and/or assigned to any third party its activity and/or its rights and obligations towards the user, provided that such third party accepts the provisions detailed in this Privacy Policy and the provisions of any law.

8. Third Parties

Which third parties are involved and what is Tnuva's responsibility? Products, services, and content provided by third parties are available on Tnuva Sites and Tnuva services. To the extent that these parties collect Personal Information, this policy does not apply to them, and Tnuva is not responsible for their data collection and practices.

In detail:

When you click on third-party content (for example, via a link) or provide information to a third party, you are essentially allowing them to collect Personal Information about you and process it according to their terms. Therefore, when you click on such content or provide information to someone who is not Tnuva, we ask that you read their terms before clicking on a link or providing your Personal Information. Tnuva will not be responsible for this information and/or for the actions or omissions of these third parties, even if the link to that third party is found on any of Tnuva Sites. For example - Tnuva uses services of external clearing companies (Visa, Tranzila, and others), but we are not responsible for these companies.

9. Information Security

We use information security measures, but cannot be held responsible for damages caused by unauthorized access, disruption, or loss of Personal Information. You can help us, for example, by changing your password frequently.

In detail:

- a. Tnuva takes precautions it considers acceptable and uses security technologies it deems advanced, but it cannot completely prevent disruptions on the site or information leakage.
- b. Tnuva clarifies that it does not guarantee that Tnuva Sites will operate properly without any interruption. Tnuva cannot guarantee that Tnuva Sites, its information systems, and/or Personal Information will be absolutely immune from unauthorized access, disruption, or loss. The user knows (and agrees) that Tnuva will not be liable for any damage and/or loss, direct or indirect, of any kind, caused as a result, including due to invasion of privacy.

10. Transfer of Information Outside Israel

Tnuva may transfer Personal Information outside the jurisdiction of Israel and/or the European Union. It is possible that the laws regarding privacy and information security in the jurisdiction to which the information will be transferred will not be as comprehensive compared to the laws in Israel and the European Union. In such a case, we will try to take steps to ensure a similar level of protection for your Personal Information. You give your consent to such transfer.

11. Contact Regarding Privacy

For any question and/or clarification and/or response regarding this Privacy Policy, or if you wish to exercise your rights under law in connection with Personal Information about you (for example, the right of review that you may have in certain circumstances), you are invited to contact us according to the details that appear at the beginning of the Policy. In any correspondence with the company, you should include your full details including address and E-mail for contact. Tnuva will try to respond to any reasonable request within a reasonable time.

12. Review and Correction

In certain circumstances, you may be entitled to review and correct Personal Information about you. You can contact us on this matter according to the contact details that appear at the beginning of the Policy.

13. Reservation of Rights

Tnuva reserves the right to make uses of data, details, and/or information for which there is no restriction in law, according to this Privacy Policy and even beyond that unless it is prohibited by law, and you will have no claim, lawsuit, or demand against Tnuva in this matter.