

Privacy Policy

Last Updated: JUNE 12, 2018

We, at Everysight Ltd. (“**Everysight**”), put great efforts in making sure that we secure your personally identifiable information and use it properly.

This policy explains our privacy practices for processing your personally identifiable information on the Everysight Raptor smartglasses (“**Device**”), the companion mobile applications provided by Everysight (the “**App**”), the www.everysight.com and www.goeverysight.com websites (collectively, the “**Sites**”), the Raptor development kit, and our data tracking, collection and management services and/or through other registration or contact channels (“**Service**”).

We process your personally identifiable information subject to the terms of this policy. This Privacy Policy does not apply to any third-party websites, services or applications, even if they are accessible through our Services.

This policy is an integral part of the our Terms of Service, available at: <https://everysight.com/legal/terms-of-service/> or, if applicable, of any other Service subscription agreement entered into between you (or the entity that you are acting on its behalf) and us. Unless we define a term in this Privacy Policy, all capitalized terms used in this Privacy Policy have the same meanings as in our Terms of Service.

The summary of this policy will give you a quick and clear view of our practices. Please take the time to read our full policy.

A Summary of The Policy

The Personally Identifiable Information That You Provide Us – We receive and store any information you enter on our website or give us in any other way. If you create an account with the Service we will need your name, your company name, email address and password, your payment details and additional personally identifiable information that you provide when you contact us.

The Personally Identifiable Information That We Collect – We collect, including by using third parties' web analytics and session replay services, usage information about the time, type and manner of use of the Service.

The Personally Identifiable Information That You Upload – You can upload content with personally identifiable information. Please use caution and do not upload personally identifiable information of others without their appropriate consent.

What Do We Do with Personally Identifiable Information? – We provide and maintain the Service, make it better, continue developing it and protect us, our customers and the Service from misuse and law violations.

Sharing Information with Others – We use service providers, for example, to process payments, provide support and send email messages. We will transfer information when we change our corporate structure, and we will share the information with our affiliated entities.

Disclosure of Information to Authorities – We will obey orders and other lawful requirements by authorities to disclose information.

Aggregated and Analytical Information – Aggregated data is not identifiable. We use it for legitimate business purposes.

Your Choice – You may opt-out of our mailing lists and terminate your use of the Service. Our Service does not respond to Do Not Track (DNT) signals. If you are a California resident, you are entitled to your California opt-out privacy-related rights.

Accessing Your Personally Identifiable Information - At any time you can request access to your personally identifiable information.

Your EU Data Subject Rights – If we process your personal data when you are in the EU, further terms apply to our processing in relation to your rights as a data subject under EU data protection laws.

Data retention – We retain data to provide the service and for legitimate and lawful purposes, as further explained in the data retention section.

Transfer of Data Outside your Territory – We use cloud-based services to store and process data in various territories at our clients' election and will store them at additional sites, at our discretion. These service providers provide us adequate security and confidentiality commitments.

Cookies and Other Tracking Technologies - We use cookies and clear gifs to make it easier for you to log-in and to facilitate Service activities.

Information Security – We implement systems, applications and procedures to secure your personally identifiable information, to minimize the risks of theft, damage, loss of information, or unauthorized access or use of information.

Dispute Resolution – Contact us at: privacy@everysight.com or write us for every request and complaint. We will make good-faith efforts to resolve any existing or potential dispute with you.

Changes to this Privacy Policy – We will update our policy from time to time after giving proper notice.

Contact Us – Please contact our privacy team at: privacy@everysight.com for further information.

The Everysight Privacy Policy

1. The Personally Identifiable Information That You Provide

We receive and store any information you enter on our Sites or give us in any other way.

You provide your information When you are registering to the Service through our Sites at: www.everysight.com and/or go.everysight.com, creating an account, using the Device and/or the App and/or when you interact with Everysight and/or purchase a product or service from Everysight using the online store you provide us with personally identifiable information that we can use to identify you, including your name, your email address, postal address and phone number.

You may also provide us your gender, date of birth and other information that is not considered personally identifiable information.

As a paying user of the Service, we will receive limited transaction details (for example, your name, the amount paid and the date of payment), from the payment service provider that processed your payment. Your payment details (such as credit card number) will be provided by you directly to the payment service provider for the purpose of processing your payment and will not be available to us.

When you contact us, or when we contact you, we will receive and process any personally identifiable information that you provide us.

We will combine personally identifiable information related to you which we collect through various sources (including through the Services).

2. The Personally Identifiable Information That We Collect

EverySight will collect, including by using third parties' web analytics and session replay services, usage information about the time, type and manner of use of the Service. This information may include, inter alia, information regarding the Internet Protocol (IP) address and Geo-IP parameters, your activity events, non-personal usage statistics (e.g. time of usages, number of clicks on each link, etc.), crash reports, information regarding your browsing history and web activities, and other information regarding the use of the Service.

When use the EverySight Device and/or App, the Device and the mobile application will record your line of sight and collect information regarding: (i) your ride (such as location and speed), (ii) the operation of the Device and (iii) your use of the Device. We will also collect and store information about your location from your Device or mobile device (when using the App), by converting your IP address into a rough geo-location or by accessing your mobile device's GPS coordinates or coarse location if you enable location services on your mobile device.

Like many websites, we use automated data collection tools such as "cookies", clear gifs and/or similar technologies to collect certain information which assists us to improve our products, software, services and customer communications.

"Cookies" are small text files that are placed on your device by a web server when you access our Services. We may use both session Cookies and persistent Cookies to identify that you've logged in to the Services and to tell us how and when you interact with our Services. We will also use Cookies to monitor aggregate usage and web traffic routing on our Services and to customize and improve our Services. Unlike persistent Cookies, session Cookies are deleted when you log off from the Services and close your browser. Although most browsers automatically accept Cookies, you can change your browser options to stop automatically accepting Cookies or to prompt you before accepting Cookies. Please note, however, that if you don't accept Cookies, you may not be able to access all portions or features of the Services. Some third-party services providers that we engage (including third-party advertisers) will also place their own Cookies on your hard drive. Note that this Privacy Policy covers only our use of Cookies and does not include use of Cookies by such third parties.

"Clear GIFs" (also known as web bugs, pixel tags or web beacons) are tiny graphics with a unique identifier that may be included on our Services for several purposes, including to deliver or

communicate with Cookies, to track and measure the performance of our Services, to monitor how many visitors view our Services, and to monitor the effectiveness of our advertising. Unlike Cookies, which are stored on the device, Clear GIFs are typically embedded invisibly on web pages (or in an e-mail).

3. The Personally Identifiable Information That You Import

The content you share or import to the Service, from third-party devices and services, for example from Facebook ("**Data Source**"), including any data, text, graphic, audio and audio-visual files, can include personally identifiable information. Such content that you import will be stored with us in order to make your Third-Party Data available to you through the Services.

Please use caution when sharing such content and avoid any involuntary disclosure of your personally identifiable information or disclosure of others' personally identifiable information without their consent.

Any information you import into the Services from a Data Source will be accessible by that Data Source. You acknowledge that our Terms of Service and this Privacy Policy do not apply to any Data Sources. You are responsible for reading and understanding any terms and conditions and privacy policy that apply to your interaction with each Data Source. You acknowledge sole responsibility for and assume all risk arising from your interactions with your Data Sources.

4. What Do We Do with Personally Identifiable Information?

We use the personally identifiable information we collect and receive to provide the Service to you and to other users, to enable the Service's tools and features, to enhance users' experience with the Service, to study and analyze the functionality of the Service and users' activities, to provide support, to provide automatic updates of new versions of the Service, to maintain the Service, to make it better and to continue developing the Service.

We will use your email address to contact you when necessary, to send you reminders and to provide you information and notices about the Service. We will include commercial and marketing information about our Service.

We obey the law and expect you to do the same. If necessary, we will use your personally identifiable information to enforce our terms, policies and legal agreements, to comply with court orders and warrants, and assist law enforcement agencies, to collect debts, prevent fraud, misappropriation, infringements, identity thefts and any other misuse of the Service, and to take any action in any legal dispute and proceeding.

5. Sharing Personally Identifiable Information with Others

5.1 Information We Share with Our Services Providers

We do not sell, rent or lease your personally identifiable information. We will share your personally identifiable information with service providers and other third parties, if necessary to fulfill the purposes for collecting the information. Any such third party will commit to protect your privacy as required under the applicable law and this policy.

For example, we will use a service provider to manage our email messages transmission. We will also share necessary details with our ticketing service providers, and use a session replay service, to support and enhance your experience with the Service.

5.3 Information We Share at Your Request.

You can choose to download, copy and distribute your data through the Services. You acknowledge sole responsibility for and assume all risk arising from your download, copy and distribution of such User Data. Everysight is not responsible for any consequences of any use or disclosure of your User Data by you or any third parties to whom you provide your User Data.

If your data or other information you share through the Services contains information about other individuals (such as your family or friends), including personally identifiable information (such as names or photos), please ensure that you have the consent of those individuals before you share their personal information or provide it to Everysight.

5.4 Information We Share with Our Affiliates.

We will also share your personally identifiable information with our affiliates. These mean companies within the Everysight group and include subsidiaries, sister-companies and parent companies, with the express provision that their use of your personally identifiable information will comply with this policy.

5.5 Information We Disclose for Protection.

We will report any content that you upload and share such personally identifiable information, if we believe, in our sole discretion that such content is unethical, illegal or abusive or may violate any third-party rights;

5.6 Information We Disclose in Connection with a Structural Change

Additionally, a merger, acquisition or any other structural change will require us to transfer your personally identifiable information to another entity, as part of the structural change, provided that the receiving entity will comply with this policy.

6. Disclosure of Information to Authorities

We will need to disclose personally identifiable information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements, or if such disclosure is required in order to (i) respond to claims, legal process (including subpoenas); (ii) to protect our property, rights and safety.

7. Aggregated and Analytical Information

We use standard analytics tools. The privacy practices of these tools are subject to their own privacy policies and they use their own cookies to provide their service (for further information about cookies, please see the 'Cookies' section in this policy).

Google. We use Google Analytics, a service provided by Google, Inc. (“Google”), that we use to gather information about how Users and Visitors engage with our Services. We also use Google Analytics for demographics and interest reporting. For more information about Google Analytics, please visit www.google.com/policies/privacy/partners/. You can opt out of Google’s collection

and processing of data generated by your use of the Services by going to <http://tools.google.com/dlpage/gaoptout>. For further information about the Google Analytics privacy practices, please read their Privacy Policy at: <http://www.google.com/analytics/learn/privacy.html>.

Facebook. We may use certain tools offered by Facebook, Inc. (“Facebook”), that enable it to collect or receive information about actions Visitors take on (a) our Sites and elsewhere on the internet through use of cookies, web beacons and other storage technologies; or (b) our App and other mobile applications, in order to provide measurement services, targeted ads and other services. For more information regarding the collection and use of such information by Facebook, please see the Facebook [Data Policy](#).

Opt-out of Ad Tracking. You can opt out of the collection and use of information for ad targeting by going to <http://www.aboutads.info/choices> or <http://www.youronlinechoices.eu/> to limit collection through the Sites or by configuring the settings on your mobile device to limit ad tracking.

We will de-identify your personally identifiable information, so it will not contain your personally identifiable information and we will use such anonymous, statistical or aggregated information and will share, disclose or transfer it for legitimate business purposes. It has no effect on your privacy, because there is no reasonable way to extract data from such information that we or others can associate specifically to you.

We will share your personally identifiable information only subject to the terms of this policy, or subject to your prior consent.

8. Choice

At any time, you can unsubscribe our mailing lists or newsletters, by sending us an opt-out request to: privacy@everysight.com.

At any time, you can stop using the Everysight Sites and/or App. Termination of your Everysight Service account is subject to the Everysight Terms of Service.

At any time, you can exercise your following opt-out options: (i) object to the disclosure of your personally identifiable information to a third party, other than to third parties who act as our agents to perform tasks on our behalf and under our instructions, or (ii) object to the use of your personally identifiable information for a purpose that is materially different from the purposes for which we originally collected such information, pursuant to this policy, or you subsequently authorized such use. You can exercise your choice by contacting us at: privacy@everysight.com.

We request and collect personally identifiable information that we need for the purposes that we describe in this policy. Following the termination or expiration of the Service, we will stop collecting any personally identifiable information from or about you. However, we will store and continue using or making available your personally identifiable information according to our data retention section in this policy.

Web browsers offer a "Do Not Track" ("DNT") signal. A DNT signal is a HTTP header field indicating your preference for tracking your activities on a service or through cross-site user tracking. Our Service does not respond to DNT signals.

9. Your California Privacy Rights

If you are a California resident, California Civil Code Section 1798.83 permits you to request in writing a list of the categories of personally identifiable information relating to third parties to which we have disclosed certain categories of personally identifiable information during the preceding year, for the third parties' direct marketing purposes. To make such a request, please contact us at: privacy@everysight.com.

10. Accessing Your Personally Identifiable Information

If you find that the information on your account is not accurate, complete or up-to-date, please provide us the necessary information to correct it.

At any time, you can contact us at: privacy@everysight.com and request to access the personally identifiable information that we keep about you. We will ask you to provide us certain credentials to make sure that you are who you claim to be and will make good-faith efforts to locate your personally identifiable information that you request to access.

Under your right of access, you can obtain confirmation from us of whether we are processing personally identifiable information about you, receive a copy of that data, so that you could:

- verify its accuracy and the lawfulness of its processing;
- request the correction, amendment or deletion of your personally identifiable information if it is inaccurate or if you believe that the processing of your personally identifiable information is in violation of applicable law.

We will use judgement and due care to redact from the data which we will make available to you, personally identifiable information related to others.

11. Your EU Data Subject Rights

If EU data protection laws apply to the processing of your personal data by Everysight, then the following terms apply:

We process your personal data for the following lawful grounds:

- All processing of your personal data which are not based on the lawful grounds indicated below, are based on your consent.
- We process your account and payment details to perform the contract with you.
- We will process your personal data to comply with a legal obligation and to protect your and others' vital interests.
- We will further rely on our legitimate interests, which we have good-faith belief that they are not overridden by your fundamental rights and freedoms, for the following purposes:
 - Communications with you, including direct marketing where you are our client or a user of our client, or where you contact us through our Sites and/or other digital assets.

- Cyber security.
- Support, customer relations, service operations.
- Enhancements and improvements to yours and other users' experience with our services.
- Fraud detection and misuse of the Service.

In addition to your rights under other sections in this policy, you have the following rights:

- AT ANY TIME, CONTACT US IF YOU WANT TO WITHDRAW YOUR CONSENT TO THE PROCESSING OF YOUR PERSONAL DATA. EXERCISING THIS RIGHT WILL NOT AFFECT THE LAWFULNESS OF PROCESSING BASED ON CONSENT BEFORE ITS WITHDRAWAL.
- Request to delete or restrict access to your personal data. We will review your request and use our judgment, pursuant to the provisions of the applicable law, to reach a decision about your request.
- If you exercise one (or more) of the above-mentioned rights, in accordance with the provisions of applicable law, you may request to be informed that third parties that hold your personal data, in accordance with this policy, will act accordingly.
- You may ask to transfer your personal data in accordance with your right to data portability.
- You may object to the processing of your personal data for direct marketing purposes. Additional information about this right is available under the Choice section in this policy.
- You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affecting you.
- You have a right to lodge a complaint with a data protection supervisory authority of your habitual residence, place of work or of an alleged infringement of the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

A summary and further details about your rights under EU data protection laws, is available on the EU Commission's website at: https://ec.europa.eu/info/law/law-topic/data-protection/reform/rights-citizens_en.

Note that when you send us a request to exercise your rights, we will need to reasonably authenticate your identity and location. We will ask you to provide us credentials to make sure that you are who you claim to be and will ask you further questions to understand the nature and scope of your request.

If we need to delete your personal data following your request, it will take some time until we completely delete residual copies of your personal data from our active servers and from our backup systems.

Please note, however, that if we delete certain personal data of yours or if you object to the processing of your personal data, you may not be able to access all portions or features of the Services.

If you have any concerns about the way we process your personal data, you are welcome to contact our privacy team at: privacy@everysight.com. We will investigate your inquiry and make good-faith efforts to respond promptly.

12. Data Retention

We retain different types of personally identifiable information for different periods, depending on the purposes for processing the information, our legitimate business purposes as well as pursuant to legal requirements under the applicable law.

For example, we will need to keep limited information about the payment transactions that you made for several years due to tax related requirements, for accounts settling, record keeping, archiving and legal issues.

We will maintain your contact details, to help us stay in contact with you. At any time before or after the termination of your account, you can contact our privacy team at: privacy@everysight.com and request to delete your contact details. Note that we may keep your details without using them unless necessary, and for the necessary period, for legal matters.

We will keep aggregated non-identifiable information without limitation, and to the extent reasonable we will delete or de-identify potentially identifiable information, when we no longer need to process the information.

In any case, as long as you use the Service, we will keep information about you, unless the law requires us to delete it, or if we decide to remove it at our discretion, according to the terms of this policy.

13. Transfer of Data Outside Your Territory

The Service is a web-based service. We store and process information in, Israel, the US and the EU. From time to time, we will make operational decisions which will have an impact on the sites in which we maintain personally identifiable information. We make sure that our data hosting service providers, provide us with adequate confidentiality and security commitments.

If you are a resident in a jurisdiction where transfer of your personally identifiable information to another jurisdiction requires your consent, then you provide us your express and unambiguous consent to such transfer. You can contact our privacy team at: privacy@everysight.com for further information about data transfer.

14. Information Security

We and our hosting services implement systems, applications and procedures to secure your personally identifiable information, to minimize the risks of theft, damage, loss of information, or unauthorized access or use of information.

These measures provide sound industry standard security. However, although we make efforts to protect your privacy, we cannot guarantee that the Service will be immune from any wrongdoings, malfunctions, unlawful interceptions or access, or other kinds of abuse and misuse.

15. Dispute Resolution

We do periodical assessments of our data processing and privacy practices, to make sure that we comply with this policy, to update the policy when we believe that we need to, and to verify that we display the policy properly and in an accessible manner.

If you have any concerns about the way we process your personally identifiable information, you are welcome to contact our privacy team at: privacy@everysight.com

We will look into your query and make good-faith efforts to resolve any existing or potential dispute with you.

16. Changes to this Privacy Policy

From time to time, we will update this policy. If the updates have minor (if any), consequences, they will take effect 10 days after we post a notice on the Sites. Substantial changes will be effective 30 days after our we initially posted the notice.

Until the new policy takes effect, if it materially reduces the protection of your privacy right under the then-existing policy you can choose not to accept it and terminate your use of the Service. Continuing to use the Service after the new policy takes effect means that you agree to the new policy. Note that if we need to adapt the policy to legal requirements, the new policy will become effective immediately or as required by law.

17. Contact Us

Please contact our Privacy Team at: privacy@everysight.com for further information.