

## Privacy Policy

Updated: June 3, 2015

Aquarius Spectrum Ltd. ("Aquarius") values the privacy of its customers and users and provides this Privacy Policy in order to inform its customer and end users on the information it collects and the manner it uses it. This is done in order to allow you to make an informed decision about the use of our Software and Services and enable you to consent to our collection and use of your information and the information about you as further detailed in this Privacy Policy. If you do not agree to the information we collect and store and the way we make use of such information, please do not use the Aquarius Software or Service.

This Privacy Policy is incorporated into and is subject to the Aquarius End User License Agreement. Your use of the Software and the Services and any personal information you provide in connection with or during the use of the Services are and shall remain subject to the terms of this Privacy Policy.

This Privacy Policy Details the following:

Which information we collect

How we use the information we collect

How we share the information we collect

Removing or Modifying the Information we collect and retain

### **1. The Information Aquarius Collects**

Aquarius may obtain the following types of information from or concerning you or your mobile phone device, which may include information that can be used to identify you as specified below ("Personally Identifying Information"):

#### **1.1. User Provided Information:**

Upon registration and subsequently at each login, you may be asked to provide certain Personally Identifiable Information, such as your mobile phone number, the serial or s/n number of the attachable device, push notification name (if applicable), billing information, and mobile device information to Aquarius when choosing to participate in various uses of the Service.

In order to provide the Service, Aquarius will require to access and receive certain features on your mobile device such as your GPS for location information and track your use for activity and performance. For these purposes you will requested to give access to certain features of the mobile device. You have the sole responsibility to allow such access and you may choose not to or disable the access at any time after you have activated and permitted it, however if you do not grant Aquarius full access to all required and requested features Aquarius will not be able to provide you with the Services or with certain features of the Service as applicable.

#### **1.2. Automatically Collected Information:**

Log File Information: When you use the Service, our servers automatically record certain information that your mobile device sends. These server logs may include information such as your request, device ID and information, geo-location, IP address, browser type and language, system type, cookie information and whether you have permission to access certain features, access times and use information about your purchases, information about your interactions with our services and products such as but not limited to measurements performed by your device.

When you use the Service, our servers log certain general information that our application sends whenever a measurement is made, or if you update or request any information, including location, time and date stamps and the device ID's and mobile phone numbers the measurements or information were sent from and/or to.

## **2. The Way Aquarius Uses Information**

- 2.1. If you submit Personally Identifiable Information to us through the Service, then we use your personal information to operate, maintain, and provide to you the features and functionality of the Service. In particular, your mobile phone number, your device ID, your email information and other log in information as well as your geo location are essential to your use of the Service and will be retained. Any payment information that may be collected from you will be deleted thirty (30) days after the termination of your account with Aquarius, if and to the extent Aquarius will save such information and not use a third party service. Your name or identifier may be displayed to other users who need it for the operation of the Service (such as your fellow users, the command center, your employer etc.)
- 2.2. We do not use your mobile phone number or other Personally Identifiable Information to send commercial or marketing messages
- 2.3. We may, however, use your mobile phone number or email address without further consent for non-marketing, operational or administrative purposes.
- 2.4. We may use both your Personally Identifiable Information and certain non-personally-identifiable information to improve the quality and design of the Service and to create new features, functionality, and services by storing, tracking, and analyzing users, use, preferences and trends.
- 2.5. We may use cookies and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you use the Service; (b) provide custom, personalized content and information; (c) monitor individual and aggregate metrics; and (d) track your entries, submissions, measurements, geo location etc.

## **3. When Aquarius Discloses Information**

- 3.1. We do not sell or share your Personally Identifiable Information with other third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may share your Personally Identifiable Information with third party service providers to the extent that it is reasonably necessary to perform, improve or maintain the Service.
- 3.2. We may share non-personally-identifiable information (such as anonymous User usage data, platform types, assets visited, etc.) with third-parties to assist them in understanding the usage patterns, services and/or functionality.

- 3.3. We may collect and release Personally Identifiable Information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with applicable laws or respond to a court order, subpoena, or search warrant or equivalent, or where in our reasonable belief, an individual's physical safety may be at risk or threatened.
- 3.4. Aquarius also reserves the right to disclose Personally Identifiable Information and/or non-personally-identifiable information that Aquarius believes, in good faith, is appropriate or necessary to enforce our rights, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of any site, or the Aquarius Service, and to protect the rights, property, or personal safety of Aquarius, our users or others.

#### **4. Your Choices**

You may, of course, decline to submit Personally Identifiable Information through the Service, in which case Aquarius may not be able to provide certain services to you. If you do not agree with our Privacy Policy or Terms of Service, please delete your account, uninstall the Aquarius mobile application and discontinue use of the Aquarius Service; your continued usage of the Aquarius Service will signify your assent to and acceptance of our Privacy Policy.

#### **5. Our Commitment to Data Security**

Aquarius uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to Aquarius and you do so at your own risk. Using unsecured unprotected networks to submit information through the Service always has its risks. Once we receive your transmission of information, Aquarius makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If Aquarius learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. Aquarius may post a notice on the Aquarius Site or through the Aquarius Service if a security breach occurs.

#### **6. International Users**

The Service is hosted in Israel and are intended for and directed to users worldwide. If you are a user accessing the Service from the US, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from the European Union's or Israel's' laws, please be advised that through your continued use of the Service you are transferring your personal information to Israel and you expressly consent to that transfer and consent to be governed by the Laws of the state of Israel law for these purposes.

#### **7. Changes and updates to this Privacy Notice**

This Privacy Policy may be revised periodically and this will be reflected by the "Updated\_\_\_\_\_" at the top of the page. Please revisit this page to stay aware of any changes. Your continued use of the Services constitutes your agreement to this Privacy Policy and any amendments.