

## GAP600 Privacy Policy

This is the privacy policy ("**Privacy Policy**") that governs how we, GAP600 Ltd. ("**GAP600**", "**we**", "**our**" or "**us**"), use Personal Information (defined below) that we collect, receive and store about individuals in connection with the use of: (i) the website [www.GAP600.com](http://www.GAP600.com), and any other website that we operate (each, together with its sub-domains, content and services, a "**Site**"); and (ii) any software that we license or enable access to ("**Software**"). The Site and the Software are individually and collectively referred to herein as the "**Service**".

1. **Introduction.** We have implemented this Privacy Policy because your privacy, and the privacy of other Service users, is important to us. This Privacy Policy explains our online information practices and the choices you can make about the way your Personal Information is collected and used in connection with the Service. "**Personal Information**" means any information that may be used, either alone or in combination with other information, to personally identify an individual, including, but not limited to, a first and last name, a personal profile, an email address, a home or other physical address, or other contact information.
2. **Consent and Modification.** By using the Service, you consent to the terms of this Privacy Policy and to GAP600 processing of Personal Information for the purposes set forth herein. If you do not agree to this Privacy Policy, please do not access or otherwise use the Service. We reserve the right, at our discretion, to change this Privacy Policy at any time. Such change will be effective ten (10) days following posting of the revised Privacy Policy on the Site, and your continued use of the Service thereafter means that you accept those changes.
3. **What Personal Information We Collect and How We Collect It.** We receive and/or collect Personal Information from you in the following ways:
  - 3.1. Account. In order to access and use certain parts of the Service, you may be required to first create an account ("**Account**"), and provide us with certain information which may include your user name, email address, and a password that you will use for your Account.
  - 3.2. Software Access. We may offer you the opportunity to access certain software via a Site portal ("**Software**"). If you choose to do so, you may first be required to register an Account.
  - 3.3. 'Contact Us' Information. If you send us a "Contact Us" request, whether by submitting an online form that we make available on the Service or by sending an email to an email address that we display on the Service, you may be required to provide us with information such as your name, username and email address.
  - 3.4. Log Files. The Service may make use of log files. The information inside the log files includes internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages, clicked pages and any other information your browser may send to us. We may use such information to analyze trends, administer the Service, track user's movement around the Service, and gather demographic information.
  - 3.5. Cookies and Other Tracking Technologies. Some of our Service pages may utilize "cookies" and other tracking technologies. A "cookie" is a small text file that may be used, for example, to collect information about Service activity. Certain cookies and other technologies may serve to recall Personal Information, such as an IP address, previously indicated by a Service user. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser.
4. **The Way We Use Personal Information.** If you submit or we collect Personal Information through the Service, then such Personal Information may be used in the following ways:
  - 4.1. We will use your Personal Information to provide and improve our Service, to contact you in connection with the Service and certain programs or offerings that you may have registered for, and to identify and authenticate your access to the parts of the Service that you are authorized to access.
  - 4.2. We may use your designated email address to: (i) send you updates or news regarding the Service, our products and services; and/or (ii) respond to a "Contact Us" or administrative request (for example, to change your password).

- 4.3. We may transfer your Personal Information to our subsidiaries or affiliated companies for the purpose of storing or processing such information on our behalf. Such information may be transferred to other countries around the world. We require that these parties agree to process such information in compliance with our Privacy Policy.
- 4.4. We may transfer your Personal Information to our third party service providers (such as a server hosting provider), but only to provide our services to you. Such information may be transferred to other countries around the world. We use commercially reasonable efforts to only engage or interact with third party service providers that post a privacy policy governing their processing of Personal Information.
- 4.5. We may disclose your Personal Information or any information you submitted via the Service if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce any terms that govern the use of our Site or Software, including investigations of potential violations thereof; (iii) detect, prevent, or otherwise address fraud or security issues; or (iv) protect against harm to the rights, property or safety of GAP600, its users, yourself or the public.
5. **Use of Anonymous Information.** We may use Anonymous Information (as defined below), or disclose it to third party service providers, in order to improve our services and enhance your experience with the Service. We may also disclose to or share Anonymous Information (with or without compensation) with third parties, including advertisers and partners, and publish Anonymous Information, including in external reports and promotion awareness campaigns. "**Anonymous Information**" means information which does not enable identification of an individual user, such as aggregated information about the use of our Service.
6. **Opting Out.** You may choose not to receive future promotional, advertising, or other Service-related emails from us by selecting an unsubscribe link at the bottom of each email that you receive from us. Please note that even if you opt out of receiving the foregoing emails, we may still send you a response to any "Contact Us" request as well as administrative emails (for example, in connection with a password reset request) that are necessary to facilitate your use of the Service.
7. **Choice.** At all times, you may choose whether or not to provide or disclose Personal Information. The notices that we provide on the Service in circumstances where we collect Personal Information should help you to make this choice. If you choose not to provide the Personal Information we request, you may still visit parts of the Service, but you may be unable to access certain options, programs, offers, and services that involve our interaction with you.
8. **Access/Accuracy.** To the extent that you do provide us with Personal Information, GAP600 wishes to maintain accurate Personal Information. You may use the Service tools to remove or modify certain information such as your password or designated email address. If you would like to delete or correct any other of your Personal Information that we may be storing, you may submit a request to us by sending an email to [support@gap600.com](mailto:support@gap600.com). Your email should include adequate details of your request.
9. **Collection of Information by Third Party Sites.** We may use a reputable third party to present or serve advertisements that you may see on the Service. These third party ad servers may use cookies, web beacons, clear gifs or similar technologies to help present such advertisements, and to help measure and research the advertisements' effectiveness. The use of these technologies by these third party ad servers is subject to their own privacy policies and is not covered by our Privacy Policy.
10. **Links to Other Sites.** The Service may contain links to third party websites that are not owned or controlled by GAP600. We are not responsible for the privacy practices or the content of third party websites.
11. **Children's Privacy.** The Service is not structured to attract children under the age of 18 years. Accordingly, we do not intend to collect Personal Information from anyone we know to be under 18 years.
12. **Security.** The security of your Personal Information and Data is important to us. We follow generally accepted industry standards, including the use of appropriate administrative, physical and technical safeguards, to protect your Personal Information and Data. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your Personal Information and Data, we cannot guarantee

its absolute security or confidentiality. If you have any questions about security on the Service, you can contact us at [support@gap600.com](mailto:support@gap600.com)

13. **Merger, Sale or Bankruptcy.** We reserve the right to transfer or assign Personal Information in the event that we enter bankruptcy (similar) proceedings or are acquired by or merged with a third party.
14. **Commitment.** We are committed to protecting your privacy. Protecting your privacy online is an evolving area, and we are constantly evolving our Service to meet these demands.

Last updated: June 2016