

Privacy Policy – “Guardio”

Last modified: December 2024

This privacy policy (the "**Privacy Policy**") is made as an integral part of the [Terms Of Use](#) ("**Terms of Use**") and is governing the collection, use, processing, and sharing of information related to you pertaining to your access and/or use of the Guardio Services (as such defined in the Terms of Use) or any part thereof, including without limitation the Guardio website available at <https://guard.io/> (the Terms of Use together with this Privacy Policy the "**Terms**", and both documents should be read together). All capitalized terms which are not otherwise defined in this privacy policy shall have the meaning attributed to them in the Terms of Use. This policy may use the terms Services interchangeably and wherever it refers to the Services, it shall be deemed to mean all of the Services offered by Guardio from time to time under the Terms.

whenever you'll provide Guardio with such information, Guardio will only use your information in line with all applicable data protection laws. At all times You are in control of Your information, and You can instruct us to cease the collection and/or processing of your Personal Information pursuant to your rights under applicable law.

To the extent applicable, Guardio operates as the data controller of the Personal Information provided by you in connection with the access and/or use of the Guardio Services.

1. General

For the purposes of this Privacy Policy "**Personal Information**" shall mean any information related to an identified or identifiable natural person.

Specifically, during Your access and/or use of the Services, we will collect or receive the following information (including Personal Information) about You:

- Anonymized browsing behavior needed *inter alia* for the operation of the Solution including sites and URLs visited during the Solution's operation.
- Country, IP address, Installation time, E-mail, name, last name (as provided by the user), 4 digits of credit card, credit card type for paying customers, and other information provided by you during and as part of creating and maintaining an account with us.
- To the extent you have chosen to subscribe to and use our email scanning feature and/or SMS messages scanning feature as part of the Services, we will also receive information as follows: (a) when you use our email scanning feature – the information (including email content) contained in your email inbox as of your subscription to the service and information contained in any email you receive thereafter during your use of the Services; and (b) when you use our SMS messages scanning feature, information contained in the SMS messages (including messages content) you receive as of the subscription to such feature and thereafter during your use thereof, all as described in your subscription and as made available by us.

Please note that where you provide us with Personal Information pertaining to third parties you hereby acknowledge that and agree that you have received and obtained all necessary approvals, authorization, and consents required to do so under any applicable law.

2. Your Rights Regarding Your Personal Information

2.1. Under the applicable laws and/or regulations you might and subject to different exemptions, have the following rights:

- To access Your Personal Information (as such term is defined in the applicable regulation) and receive a copy of Your Personal Information upon Your written request;
- To rectify, erase or restrict Your Personal Information upon Your request;
- To object to the processing of Your Personal Information;

- To request that Guardio will provide You with Your Personal Information and, if possible, transmit Your Personal Information directly to another data controller.
 - To instruct us to cease, and as applicable withdraw your consent to, processing of your Personal Information at any time;
- 2.2. No fees are required for exercising any of the above rights. However and subject to the applicable law and regulations, We may charge You a reasonable fee including administration fees if Your request is repetitive or excessive or demands Us to bear excessive and/or expensive efforts.
- 2.3. To exercise your rights, please contact Guardio's Data Protection Officer at the following contact details: my.privacy@guard.io.

3. **Database and Use of Information**

- 3.1. The collected information as stated above is stored in Guardio's database and shall be used and processed by us only for the following purposes:
- Providing the Services or any part thereof and enabling convenient and efficient use of thereof including, as applicable, third-party services made available via our Services;
 - Improve and enrich the Services;
 - Modify and/or remove existing Services and content;
 - Perform research and provide statistical information to third parties (in such case, the provided information will not identify You);
 - Enforce the Guardio's Terms;
 - Collecting of payable fees;
 - Providing additional services and/or products;
 - Any other purpose detailed in the Terms and this Privacy Policy.
- 3.2. Your Personal Information is collected and used because Guardio has a legitimate business interest for Your Personal Information to be used for the above purposes. This enables Guardio to send You relevant and personalized content designed to improve Your use of the Services. You have the right to object to this by contacting us via email: my.privacy@guard.io. Please note that if you object, this may affect Guardio's ability to provide you with the Services and send personalized content to You.
- 3.3. Please note that some of the information You will be requested to provide is necessary for providing You the Services. Therefore Your refusal to provide some information may result in You not receiving the Services since Guardio will not be practically able to provide you with the Services.
- 3.4. We may receive Your information from third parties which we cooperates with (e.g. business partners, professional advisors, service providers, etc.).

4. **Storing Information and Mailings**

- 4.1. Information provided by You will be used in accordance with this Privacy Policy. You hereby agree that such information may be stored in Guardio's databases and subject to applicable law will be used also for the following purposes:
- 4.1.1. Marketing, advertising, sales promotion, and addressing you by any available media (including in writing, by phone, electronic form, and any other form);
- 4.1.2. Encouraging loyalty, research and analyzing of statistics, conducting surveys and any other use regarding Your registration and/or subscription to the Services or any part thereof;
- 4.1.3. Internal uses including investigating complaints and/or reviews;

4.1.4. Operational marketing and statistical purposes including processing information and mailings for such purpose;

4.1.5. Providing the Services and additional services to You.

5. **Transferring Information to Third Parties**

Guardio may transfer and/or share Your information in the following events and circumstances and, when applicable, will give you reasonable notice upon doing so:

- When You have permitted Guardio to transfer and/or share Your information (including by way of permitting such transfer via Guardio's Services), and in such case, Guardio will always ensure that Your information will remain protected and secure when being transferred;
- When You violate the Terms or act illegally;
- To enforce the Terms or the Privacy Policy ;
- To authorized third party service providers with whom Guardio collaborates solely in order to make available to you and facilitate your consumption of certain third-party services made accessible through our Services. Specifically in connection with Ancillary Identity Theft Insurance Services made accessible via Guardio's Services pursuant to the Terms, we may transfer your Information to our Third Party Insurance Service Providers (e.g. Sontiq.Inc.) for the purpose of making said Ancillary Identity Theft Insurance Services available to you.
- In response to a subpoena or similar investigative demand, a court order, or a request for cooperation from law enforcement or other government agency;
- To establish or exercise Guardio's legal rights;
- To defend against legal claims; or as otherwise required by law. In such cases, Guardio may raise or waive any legal objection or right available to Guardio, in Guardio's sole discretion;
- When Guardio believes disclosure is appropriate in connection with efforts to investigate, prevent, report, or take other action regarding illegal activity, suspected fraud, or other wrongdoing;
- To protect and defend the rights, property, or safety of Guardio, its users, employees, or others;
- To collect any unpaid fees including via collection agencies and attorneys;
- In connection with a substantial corporate transaction, such as the sale of Guardio's business, a divestiture, merger, consolidation, or asset sale, or in the event of liquidation.

6. **Third-Parties**

6.1. There are few places throughout the Services where You may click on a link to access other websites or services that do not operate under this Privacy Policy and are not related to Guardio, including, but not only, links leading to third-party websites. These links may *inter alia* independently solicit and collect information, including Personal Information, from You and, in some instances, provide Guardio with information about Your activities on those links.

6.2. Every third party such as referred to above may have its own privacy policy describing its use of Personal Information, and such policy will regulate the use, handling, and disclosure of such Personal Information of its user. Should You require additional information regarding any privacy policy of third parties, Guardio recommends that You visit these third-party websites and read their privacy policies. It is clarified that such third parties unless explicitly mentioned otherwise, are neither controlled nor owned by Guardio.

6.3. Your information will be handled and used by Guardio's trusted third parties including the following recipients in order to deliver the:

- Providers (including Third Party Insurance Service Providers), partners, and sub-contractors on behalf of Guardio;

- Analytics, marketing, performance monitors & search engine providers that may assist Guardio in improving the optimization and performance of the Services or any part thereof.

7. **Retaining Your Information**

- 7.1. Guardio will only retain Your Personal Information for as long as necessary to fulfill the purposes it was collected for including, but not only, for the purposes of complying with legal, accounting, or reporting requirements. The retention period is determined based on the amount, nature, and sensitivity of Your Personal Information, the potential risk of harm from unauthorized use or disclosure of Your Personal Information, the purposes for which Guardio processes Your information, and whether such purposes can be achieved through other means with accordance to any applicable law.
- 7.2. To the extent you have chosen to subscribe to and use our SMS messages scanning feature as part of the Services, and subject to your consent, we will retain the content of the SMS messages you received from numbers not included in your contact list, as of the subscription to such feature and thereafter during your use thereof and use such for the sole purpose of improving our Services. Such information will be retained by Guardio for the minimal period necessary to achieve such a purpose.
- 7.3. Your Personal Information will be retained for as long as you maintain an account with Guardio, and as necessary to provide you with the Services and as otherwise permitted pursuant to this Privacy Policy.
- 7.4. Your information for marketing communications will be retained unless You will address Guardio and request that You no longer wish to receive marketing messages from Guardio.
- 7.5. If You report any fault regarding Your information, Your details will be retained for a period as necessary to protect Guardio's legal rights.

8. **Your Choices About Collection and Use of Your Information and Mailings**

- 8.1. You can choose not to provide us with certain information, but that may result in You being unable to use the Services since such information is necessary in order to enable You to subscribe to and use of the Service.
- 8.2. Upon registration to the Service and upon agreeing to receive Mailings, Guardio may, with accordance to any applicable law, send You Mailings which include email messages and/or newsletters about service updates, improvements, special offers, or special content. We may send You other types of transactional and relationship email communications, such as service announcements, administrative notices, and surveys. If the we have already provided Your information to a third party before You have changed Your preferences or updated Your information, You may have to change Your preferences directly with that third party.
- 8.3. It is clarified that at any stage You will have the ability to opt-out of receiving the Mailings by contacting us and/or by clicking on a link available on the Mailings sent to You by us.

9. **Use of Cookies**

- 9.1. Guardio uses various technologies to collect information from Your device and about Your activities while using the Services in order to improve and personalize Your online experience of the Services including by means of storing cookies to Your device. Please note that some of the cookies Guardio uses are necessary for using the Services and/or certain parts thereof and some cookies are used to provide features of third parties.
- 9.2. Guardio uses the following cookies on and as part of the Services:
 - **Necessary Cookies** are essential for providing the services of Guardio. These cookies do not record any of Your identifiable Personal Information and Guardio does not need Your consent to place these cookies on Your device. Please note that without these cookies, we will not be able to provide You with some or all of the Services.
 - **Performance cookies** are used to collect anonymous information about Your use of the

Services or certain parts thereof in order to help Guardio to improve the Services in whole or in part, including by means of recording and tracking webpages You've accessed, length of Your visit, Your interaction with a webpage (e.g. mouse clicks, scrolling). In some cases, Guardio uses trusted third parties to collect such information which may include recording Your use of the Services, although it is clarified that such third parties use any of Your information solely for the above purpose. By using the Service and/or any part thereof, You agree that Guardio can place such cookies on Your device. Please note that at any time You have the right to withdraw Your consent .

- **Functionality cookies** are used to remember Your settings to enhance Your visit to the Services (e.g. text size, language, time zone, or other preferences). The information these cookies collect is anonymous and does not enable Guardio to track Your browsing activity on while using the Service. By using the Services, or any part thereof, You agree that the Operator can place such cookies on Your device. Please note that at any time You have the right to withdraw Your consent.
 - **Targeting and advertising cookies** which are used by Guardio's trusted third parties to display advertisements that are relevant to You and measure the effectiveness of such advertisements. Information contained in these cookies is anonymous and doesn't contain Your Personal Information. Please note that at any time You have the right to withdraw Your consent.
 - **Web analytics cookies** are used to collect information about how You use and navigate the Services so that Guardio will be able to add new features and improve Your experience of the Services. This information is anonymous and cannot be used to identify you personally.
- 9.3. Please note that if You choose to disable some or all of the above cookies, Guardio cannot guarantee the proper performance and use of the Services and/or any part thereof and some features may not function properly.
- 9.4. During your use of the Services, third-party websites may store cookies on Your device, e.g. when some content of the website is embedded from third-party websites.
- 9.5. Please note that Guardio has no control over these cookies and You should check such a third-party's cookie policy.

10. **Data Security**

10.1. Guardio takes appropriate security measures for data security purposes to help prevent unauthorized persons from gaining access to Your Personal Information. However, no system can be completely secure. Therefore, Guardio does not warrant that its services will be totally immune to any breaches of security and/or unauthorized access, including access to the data stored at or in connection with the Services. In case and upon a breach of Your data security Guardio will act in accordance with any applicable law, and contact you as required thereunder.

10.2. Guardio inspects, from time to time, the data security of the Services and performs modifications and upgrades accordingly in order to keep the Service's security. Nonetheless, Guardio will not be liable for any direct or indirect damage caused to You due to the exposure of Your information by unauthorized access to Guardio's database and/or due to any negligence or act not controlled by Guardio.

11. **Changes to Privacy Policy**

We may occasionally update this Privacy Policy. We will notify you regarding substantial changes to this Privacy Policy on the Website homepage or on the Services or we will send you notifications regarding such changes to the e-mail address You made available to us. We reserve our rights, at our sole discretion, to amend the Privacy Policy at any time. You are responsible to check any updates to the Privacy Policy by entering the Privacy Policy from time to time. Your continuation of using the Services following any changes or amendments made to this Privacy Policy will be considered as consent to any such amended Privacy Policy.