



PRIVACY POLICY

Updated on January 5, 2015

1. Privacy

- a. We, V-Finance Technologies Ltd., private company number 515005502 (“**the Company**”), respect your privacy and are committed to protecting personal information that is furnished to us during your use of our website (“**Personal Information**”), in the manner specified in this privacy policy (“**Privacy Policy**”). This Privacy Policy explains our policy with regard to information (hereinafter: “**the Information**,” including, but not only, the Personal Information), that we collect when you use the website operated by blender.co.il (“**the Website**”), and the services being offered on the Website (“**Services**”), and explains why we collect the aforesaid Information and how we use it.
- b. The Privacy Policy is an integral part of the Terms of Use of the Website (“**the Terms of Use**”). By using the Website and its Services, you are expressing your consent to any use that shall be made of the Information to be collected about you (including, but not only, Personal Information), as specified in the terms of this Privacy Policy.
- c. We may amend provisions of the Privacy Policy from time to time. In any instance whereby amendments to this Privacy Policy shall be made, we shall notify you of these amendments by posting the updated Privacy Policy on the Website. Therefore, we recommend that you peruse the Private Policy often.

2. Who we are

The Company operates an online platform on the Website on the basis of a peer-to-peer model (“**the Venture**”), which enables the creation of a direct link between those seeking a loan and those desiring to provide a loan to those borrowers, through a closed software system that enables that aforesaid direct link automatically.

3. Information collection

In order to join as a user of the Venture, whether as a lender or as a borrower (“**the User**”), you are required to furnish a list of details to the Company. You are under no legal obligation to furnish the Information, and the furnishing thereof is at your discretion and with your consent. However, if you do not furnish the items of Information that we have marked as requisite items of Information, we shall not be able to allow you to join as a User of the Venture.

The Information shall be used solely for the purposes of the Company’s operations to ascertain your eligibility to join as a borrower or a lender in the Venture and for routine monitoring, but the Information shall not be used for purposes unrelated to the Company’s operations and shall not be forwarded to any third party, other than within the scope of the Company’s operations and objectives and, in any event, shall not be used for direct mail by such party.



Information about applicants whose applications to join the Venture were not approved shall be saved for the purpose of future applications; no use shall be made thereof beyond this.

4. **Personal information**

- a. When you register to the Website, you will be asked to provide items of Personal Information, which also include items of financial information.
- b. In addition to items of Information that you provide when you register, the Company might collect, either by itself or through third parties, additional financial information pertaining to users, including items that can attest to the solvency of users seeking to obtain a loan through the Venture. This information shall also be defined as “Personal Information” for the purposes of this Privacy Policy.
- c. You are responsible for ensuring that all Personal Information and any other information that you shall furnish to us are correct and accurate. It is hereby clarified that the furnishing of false Information may constitute a criminal offense, the commission of which is subject to the punishments prescribed by law in this regard.
- d. The Company covenants that all of the Information about the Users is safeguarded in a registered Database, in compliance with the Protection of Privacy Law, 5741 – 1981 (“**the Privacy Protection Law**”).
- e. That stated above constitutes notice pursuant to section 11 of the Privacy Protection Law.
- f. You have a right to access the Information that you furnished at any time for the purpose of checking the accuracy and authenticity of the Information. Such access is through the login name and password you used when you registered to the Venture, including through your Facebook account. However, in order to provide maximum protection of your privacy, some of the Information shall not be accessible or viewable via electronic means, and we shall allow you to peruse it at the Company’s offices, after coordinating in advance with the Company’s customer service department, at privacy@blender.co.il.
- g. We recommend that you change the password of this account at least once every 90 days in order to avoid its exposure, and that you do not save the password in computer browsers that you use and/or in a smartphone.

You can update your Personal Information by yourself, by contacting us in any of the following ways: (1) by sending an e-mail to our customer service department at privacy@blender.co.il; and/or (2) by sending a letter to V-Finance Technologies Ltd. at 7 Jabotinsky Street, Ramat-Gan, Israel; and/or (3) by calling 072-2776000, if you: (1) wish to verify the accuracy of the Personal Information that was collected about you; and/or (2) wish to update your Personal Information; and/or (3) you have a complaint about the use of your Personal Information; and/or (4) you wish to delete the Information that was collected about you from the database (as this term is defined hereunder). If necessary, we shall take action to: (a) update the Information that you provided to us, provided that we receive data that shall verify the aforesaid



information, as shall be required by us; or (b) mark any Information as barred from future use for marketing purposes. To dispel any doubt, this Privacy Policy in no way prevents us from saving your Personal Information (including Personal Information that you asked to update) whenever we are required to do so by law.

5. Use of information

- a. The Personal Information that you shall provide to us shall be saved in the Company's database ("**the Database**"), which has been duly registered.
- b. The Information in the Database shall be used for the purposes for which the Database was established, in conformity with the provisions of this Privacy Policy and any statutory provisions, as well as for the purposes specified hereunder.
- c. We use the Personal Information collected from you in order to enable you to take part in the Venture and to determine the terms of your participation in the Venture, to provide support to the Users, to implement the necessary safety measures, for vetting purposes, for the purpose of complying with particular business requirements and for any other purpose pertaining to the operation of our Services and the Venture, including for the following purposes:
 - 1) to contact the Users, to update the statuses of applications and loan offers and loan statuses and to respond to Users' queries;
 - 2) to deliver notices pertaining to the Venture;
 - 3) to transfer loan principal to borrowers and pay loan repayments to lenders;
 - 4) to collect fees that are due to the Company in relation to use of the Website, pursuant to the Terms of Use of the Website and the provisions of the Borrowers' and Lenders' Membership Agreements;
 - 5) to monitor the Website's performance and how you use the Website for the purposes of constantly improving the functionality, design and quality of the Website and providing additional technical services;
 - 6) to collect Information pertaining to activities of the Users on the Website, such as statistical information about pages that a user visits, the date and time of the visit, the viewing duration on each page, and information that a user's browser sends every time he visits the Website, such as the IP address of his computer, the type of browser and the webpage that he visited before he entered the Website; all in order to improve the standards of the Services being offered on the Website and to create new services according to the Users' interests.
 - 7) to monitor and perform tests to prevent abuse;
 - 8) to store the Information in the Company's Databases in compliance with the provisions of the Privacy Protection Law and any other law applicable to the saving of information;



- 9) to disseminate marketing and advertising information, including via direct mail, updates and general and personalized notices to the various users in instances whereby the User gave his consent to this;
 - 10) to send warnings and notices on the matter of breaches of the Terms of Use of the Website or of Loan Agreements;
 - 11) to perform statistical analyses concerning credit provided by the lenders within the framework of the Venture, concerning the credit quality, the performance of specific borrowers and to improve the internal credit rating processes in the Company and the Venture's membership approval proceedings;
 - 12) to build statistical models that are as accurate and effective as possible.
- d) You may demand in writing at any time that the Personal Information pertaining to you be deleted from the Database by sending an e-mail to our customer service department at privacy@blender.co.il. It is hereby clarified that the sending of a request to delete personal details is tantamount to a request to terminate your participation in the Venture, and therefore, the provisions concerning termination of participation in the Venture, which are specified in the Terms of Use and in the borrower and lender agreements, shall also apply to carrying out this request. To dispel any doubt, that stated above in no way prevents us from saving your Personal Information that you requested to delete, whenever we are required to do so by law.

6. **Disclosure of the Personal Information to third parties**

- a. We shall not disclose the Information to third parties that are not Users of the Website, except under the circumstances specified hereunder:
 - 1) for the purpose of ascertaining the User's suitability for the Venture;
 - 2) for the purpose of verifying that at issue is not spoofing or identity theft;
 - 3) for the purpose of providing the Services that are necessary in order to operate the Venture and transfer funds through it in compliance with any law;
 - 4) in the event of a loan default by a lender, for the purposes of instituting collection proceedings and legal proceedings;
 - 5) if the Company is served with a judicial order instructing it to disclose Personal Information and/or other Information to any third party;
 - 6) during any dispute, allegation, claim, demand or legal proceedings, if any, between the User and the Company and/or any party on its behalf;
 - 7) to preserve and protect our rights and property;
 - 8) in the event that a User shall breach any of the Terms of Use of the Website or shall commit or attempt to commit illegal actions through or in relation to the Website;



- 9) to defend the personal security of the other Users or of the public during any dispute, allegation, claim, demand or legal proceedings, if any, between the User and the Company and/or any party on its behalf;
 - 10) in any instance whereby we shall sell, assign or transfer a portion of our business or our entire business and/or assets to a third party, or if we are acquired or if we shall merge with a third party, or if we open a bankruptcy or insolvency proceeding, we shall be allowed to sell, assign or transfer all of your Information to such third party, as well as any other information that you provided to us.
- b. The Company shall not forward details about you to other Users of the Website, apart from forwarding the information about the terms of a loan that is being sought or offered, about the purposes for which a loan is being sought and additional details, which are commensurate with the objectives for which the information is being collected, and for brokering between borrowers and lenders, and all as specified in the Terms of Use. Under no circumstances shall details about the identity of Users be furnished to other Users, but only the unique login name assigned to that User when he registered to the Website.
 - c. The Information about minors under the age of 18 shall not be used for direct mailing purposes.

7. **Direct mail**

The Personal Information is also used for the purpose of sending messages to you that are commercially distributed, the objective of which is to encourage the purchase of a product or service or to encourage money to be spent in any other way; by your very use of the Website, you are giving your express consent in advance to receive such messages. You shall be able to retract your consent at any time and to stop receiving such messages by pressing the “remove” button in the body of the notice that shall be sent to you, or by contacting us: (1) by sending an e-mail to our customer service department at privacy@blender.co.il; and/or (2) by sending a letter to the Company at 7 Jabotinsky Street, P.O.B. 3462, Ramat-Gan 5213603; and/or (3) by sending a fax to 072-2776049. If you send such a request, the Company shall delete only that information that is necessary in order to contact you by direct mail, while the rest of the Information that you provided to the Company that it needs in order to provide the Services shall continue to be retained in the Database, but shall no longer be used for direct mailing purposes.

We shall not disclose the Information to advertisers. However, we shall be allowed to forward statistical information about Users’ activity on our Website. Any statistical information that shall be forwarded shall not identify you personally.

8. **Cookies**

- a. Cookie files are files located on the hard drive of Users’ personal computers, which enable information to be collected about a User’s preferences on the internet and his browsing habits, such as favorite websites, spheres of interest and the like. We may make use of cookies to enable us to adapt the Website, the content and the Services



being offered on the Website to the Users' preferences and to improve the browsing experience on the Website.

- b. If you are not interested in us collecting Information through the use of cookies, you can change the privacy settings in the browser that you use, delete the existing cookies, prevent the creation of cookies or click the setting that enables you to accept or deny the creation of a cookie every time that a cookie is detected. If you opt to not accept cookies and/or cancel your acceptance of cookies, you will be limiting your ability to enjoy all of the interactive features on the Website.

9. **Information security**

- a. Securing your personal data is important to us. We are cognizant of the importance of information security and the techniques that are required in order to secure information. We employ suitable security measures in order to protect the information we collected about you on the Website from loss, abuse or alteration.
- b. You should know that surfing the internet exposes you to numerous risks, such as: theft of means of identification (phishing), exposure of unencrypted information, infection by viruses and computer network sniffing (eavesdropping).
- c. The saving of your means of identification in the Venture, including your login name on Facebook and your password, either in a file or in a note, exposes them to theft by someone in order to use them to enter your account on the Website.
- d. The use of a computer without active and up-to-date antivirus software and without an updated operating system exposes you to infection by malware and/or spyware, which are liable to record and/or disrupt your activities on your computer. You are solely responsible for ensuring that viruses do not infiltrate your computer, by installing anti-virus software and updating it regularly.
- e. Be wary of phony or "spoof" e-mail messages – spoof e-mail messages are messages that appear to have been sent from us under false pretenses (such as for reasons of increasing security, upgrading of systems, etc.) that instruct you to log into the Company's Website using the link provided in the e-mail and re-enter or update your personal information. The graphics in the e-mail might look authentic, but the link is liable to take you to a scam site that looks like an exact replica of the Company's official Website. In this way, scammers are attempting to unlawfully obtain your personal data in order to access your account.

Please be advised: the Company will never ask any of its Users to update their personal particulars via e-mail, and therefore, you should never answer an e-mail request to update details.

10. **Information transfers outside the jurisdiction of the State of Israel**

We may forward your Information outside the jurisdiction of Israel and/or of the European Union. The information security and privacy protection laws in the jurisdiction where your Personal Information shall be sent might not be as comprehensive as those practiced in Israel and in the European Union, and, in such instance, we shall take



measures to ensure a similar level of protection for your Personal Information. By joining the Website as a User, you are agreeing to the aforesaid transfer.

11. **Links to other sites**

Links to other websites might be displayed on the Website (“**the Links**”), which are not operated by us (“**the Other Websites**”), and which are governed by different privacy policies. Although we strive to ensure that only trustworthy and reliable websites link to us, we are not responsible for their privacy policies or for the systems and procedures being implemented in the Other Websites for securing and protecting information. We are not responsible for information collected by the Other Websites and/or third parties that are not subject to this Privacy Policy, and we do not assume any responsibility and/or any liability relating to policies (including privacy policies), work methods, acts or omissions of Other Websites and/or of third parties as stated. We suggest that you peruse the terms of use and privacy policies of these Other Websites.

12. **Waiver**

We do not assume responsibility for events beyond our direct control. We are unable to guarantee that there will not be any functional errors when securing the privacy of your Personal Information. Furthermore, we do not assume responsibility for any event or damage, whether direct or indirect, that pertains to use and/or furnishing of the Personal Information, which includes, inter alia, exposure of personal details due to errors, unauthorized access by third parties and any other factor that is not under our reasonable control.

13. **To contact us**

Should you have any question about the Terms of Use or the Services on the Website or about this Privacy Policy, you may contact us using the following details:

V-Finance Technologies Ltd.
7 Jabotinsky Street, Ramat-Gan Israel
e-mail: privacy@blender.co.il.
Telephone: 072-2776000.