

## Brosh Company Website Privacy Policy

Last Update: 18.02.2026

### Introduction

1. This Privacy Policy (hereinafter: the "**Policy**") explains and clarifies how Brosh Nir Entrepreneurship Ltd. and/or its representatives (hereinafter: "**Brosh**" and/or the "**Company**") use the information received from you through the websites operated on its behalf.
2. This information will be processed in the database controlled and managed by the Company in accordance with the provisions of the Israeli Protection of Privacy Law, 5741-1981.
3. Brosh clarifies and emphasizes that you are not legally obligated to provide us with any personal information during your use of the website. Any such provision of information is done solely of your own free will.

Please note that failure to provide information may prevent your access to our services, and/or impair your browsing or usage experience, in whole or in part.

In certain cases, providing incorrect, false or misleading details may constitute a violation of this Privacy Policy, or even a criminal offense, with all implied legal consequences.

4. The current Privacy Policy of the website is available at all times on our websites and landing pages.

Since the Privacy Policy may change from time to time, the Company recommends that you re-read this document periodically.

Notwithstanding the above, should we change this Privacy Policy in a manner that requires, by law, the obtaining of renewed consent for the collection of additional personal information and/or for a new action regarding your existing personal information in our databases, we will post an appropriate notice on our website and/or send you a notification to obtain your prior consent by reasonable and acceptable means as appropriate.

5. **You are requested to read the Policy carefully. If you do not agree to its content and/or do not accept it in full, please do not make any use of**

**Brosh's websites, the use and browsing of which are subject to this Privacy Policy.**

**The Personal Information Brosh Collects About You and the Uses Made of It**

5.1 When you contact us or when we contact you in response to your request for contact and/or by leaving details- whether through an electronic form on the websites and/or landing pages, a landline phone number, an email address, social networks whose details appear on the website, or through messaging software (such as WhatsApp)- we may need to collect personal information to respond to your inquiry, including but not limited to:

- 5.1.1 The content of your inquiry (whether vocal or written).
- 5.1.2 Phone number
- 5.1.3 Email address
- 5.1.4 Full name.
- 5.1.5 Additional identifying information as may be required to verify your identity for the purpose of providing the service.
- 5.1.6 Any other personal information you share with our representatives during a conversation, chat, or correspondence within the entered text, recorded conversations (if recorded), or within an attachment uploaded to the chat/email.

5.2 During the ongoing use of the website, statistical, non-identifying, and/or aggregate information regarding the user's mobile device and/or computer and/or usage habits may also be collected through cookies and/or other tools, as detailed further in this Policy.

6. All information about you mentioned in Section 5 above, which is collected by Brosh and/or used by the Company, will be managed, stored, and used in accordance with the law.

**Permitted Processing Purposes for Which the Company Will Use Personal Information**

All personal information regarding the user that the Company collects and/or uses will be managed and stored in accordance with the provisions of the

Protection of Privacy Law, 5741 - 1981 (hereinafter: the "**Law**"), and the Company will use it according to the provisions of this Law and/or according to the provisions of any other law, for the following purposes:

7. To enable the operation of the websites and the services offered therein.
8. To monitor the use of the website by its users to examine the effectiveness of functions, options, or interfaces integrated/built into it, for evaluating the need to add, upgrade, or cancel existing options, functionalities, and/or interfaces based on non-identifying information.
9. To check the integrity and operation of the website, including quality control and statistical analysis of website use; for this purpose, the Company will use statistical information that does not identify you personally.
10. Subject to your consent to our use of cookies and tracking tools as stated in Sections 19-25 below, to display marketing and promotional content on the website in a format personalized to preferences based on browsing and other uses; alternatively, to display generic content not based on preferences if you refuse the activation of cookies and tracking tools on your device.
11. To send marketing and promotional messages regarding the Company's services, including deals and/or other notices and publications, subject to your consent and registration for our mailing list and/or customer club through the website.
12. To analyze usage by users for website information security purposes and for preventing fraud, impersonation, and/or unauthorized use during registration, browsing, and usage of the website.
13. To contact you if necessary in response to your inquiry via "Contact Us" and/or through any other contact means appearing on the website, or on any other matter that may be required during service provision.
14. To enforce the Privacy Policy and Website Terms of Use and/or to act according to the requirements of the law or competent authorities.

#### **How Brosh Collects Statistical and/or Aggregate Information About You and Other Website Users**

15. When Brosh collects personal information about users as well as statistical-aggregate information related to the manner of website use, it does so through automated means during browsing and usage. Brosh shall be entitled to collect information about your visit to the website, your use of the services, and your web browsing.

16. This information may include details regarding the location of your computer and/or mobile device, the IP address used to access the website, your operating system, your browser identifier, location data, browser type, domain names, language settings, and other information regarding your habits on the website, such as information or advertisements you read, pages and products viewed, orders placed, offers and services that interested you, and regarding the way you interact with Brosh's website and other websites.
17. Brosh may collect such personal or aggregate-statistical information also through the use of Cookies and other tracking technologies (hereinafter collectively: "**Cookies**"), insofar as these are activated on the website, as detailed further in Sections 19-25 below.
18. Brosh may hire other companies to provide limited services on its behalf, such as answering support questions, performing statistical analysis of its services, and/or managing and adapting marketing or promotional content on the website for the user. Brosh will provide these companies only with the personal information items of the user required for providing the services. It is emphasized that according to law, Brosh will bind any such service provider by agreement, including employees required for providing the services, ensuring that use of such personal information is made only for the purpose of providing the services and not for any other purpose, as detailed further in Sections 28-29 below.

#### **Use of "Cookies" and Tracking Technologies by the Company**

19. When you enter and browse the website, certain information may be collected through a file implanted in your computer or other electronic device.

This file is a "Cookie", a small text file stored on the hardware of the computer or electronic device you use. It is not aware of any other document or file on your computer or device and is primarily used to assist website visitors in receiving various services and for statistical purposes. For example, Cookies allow for the adaptation of the website display according to your device settings or the display of website content according to your personal preferences. The Company uses cookies and tracking tools on the website to collect information about website users, as detailed below.

#### **Purposes of Cookie Usage**

20. The Company uses cookies to save and manage user settings and preferences selected during visits to the website, to save preferences of returning users for future use (e.g., geographic location, accessibility, and language choices), for statistical analysis of website performance and trends, for adapting promotional content and marketing campaign effectiveness, and for identifying and tracking errors.

### **Types of Cookies Used by the Company**

21. The Company uses two types of cookies and additional tracking technologies on the website, as follows:

- 21.1 **Technically Essential Cookies and Tracking Technologies** - These include cookies and tracking tools required for the proper operation of the website, enabling basic and necessary functionality (e.g., requests for user identification and password, the ability to navigate between pages, etc.), security, and fraud prevention (stopping DDoS attacks, etc.), and the collection of anonymous traffic data.
- 21.2 **Cookies and/or Tracking Technologies for Additional Purposes** - These tools cover additional internal purposes such as: statistics, advertising and sales promotion, and improving display and user experience. We may use this information to analyze traffic patterns, perform routine system maintenance, or learn and improve our website and services, specifically:
- 21.2.1 **Analytics Cookies** – These cookies collect anonymous data on how users use the website. They track metrics such as page visits, time spent on pages, bounce rates, and loading speed to help improve functionality and user experience.
- 21.2.2 **Marketing Cookies** – These cookies are designed to track user behavior for advertising purposes. They collect data on interactions, preferences, and habits, enabling targeted digital marketing, such as personalized advertisements and retargeting campaigns.
- 21.2.3 **Functional Cookies** – These cookies improve the user experience by saving preferences such as language settings or custom layouts. While essential cookies are required for operation, functional cookies enhance usability but are not always necessary for basic activity.

### **When Will the Company Ask for Your Consent to Use Cookies?**

22. The Company ensures that when you open the website for the first time, a banner will be displayed allowing you to agree to all cookies, including those not essential for operation, or to personalize your preferences (the types of cookies to be activated from those in Section 21.2 above). Additionally, if you remove all cookies from your device's memory, you will be asked to re-confirm the use of cookies the next time you enter the website.

### **Is a User Permitted to Withdraw Consent for the Use of Cookies or Tracking Tools?**

23. Yes. If you wish to withdraw your consent, you can choose not to receive cookies at any time by:
- 23.1 Managing and/or deleting cookies through browser settings.
- 23.2 Please note that if you wish to withdraw your consent, most browsers allow users to block or delete cookies from the system. In any case, you should review the privacy features of your computer and/or mobile device to learn more about your ability to manage cookies and web beacons.

At any time, you can withdraw your consent for the use of cookies that are not technically necessary for the proper operation and security of the website through the user interface adapted for this purpose in your mobile device's operating system.

24. Specific information regarding cookie management in the most common web browsers is provided below for convenience only:

- 24.1 [Mozilla Firefox](#)
- 24.2 [Google Chrome](#)
- 24.3 [Microsoft Edge](#)
- 24.4 [Opera](#)
- 24.5 iOS: (<https://support.apple.com/guide/personal-safety/welcome/web>).
- 24.6 Android  
(<https://support.google.com/android/answer/13985942?hl=iw>)

25. It is emphasized that blocking cookies and other tracking technologies may result in the website, including certain services available within it, becoming unavailable. You hereby release the Company from any responsibility regarding any fault, interruption, and/or inability to use the website and/or service should you choose to delete any cookie file and/or block cookies in your browser.
26. Users' attention is drawn to the fact that we may use the services of third-party service providers to collect and process data in accordance with the purposes of use detailed in Sections 7-14 above and the restrictions on transferring information to third parties detailed in Section 27 below.

### **Information Security and Transfer of Information to Third Parties**

27. Brosh allocates resources and employs various security measures to prevent unauthorized access to the database and to thwart potential harm to user privacy.

However, breaches and/or disruptions cannot be completely prevented. Therefore, the user hereby declares and undertakes that they shall have no claim and/or demand and/or suit against Brosh and/or its representatives due to such injuries, faults, and/or disruptions and/or the disclosure of the user's personal details resulting from a security system breach and/or unauthorized intrusion into website systems. Brosh recommends that users take all possible precautions to protect their personal details while active on the internet.

28. For the operation of the websites and the provision of services available through them and/or for the Company's business management needs based on the processing of users' personal information, the Company may engage with various third parties as follows:
  - 28.1 The Company may transfer personal information captured from its website to subsidiaries and/or affiliated companies incorporated under it for the purpose of managing its business.
  - 28.2 The Company will engage with service providers to assist us for various purposes required for its business activity, including:
    - 28.2.1 Operating tools for fraud prevention, information security, and/or protection against cyber-attacks and malware
    - 28.2.2 Cloud storage services and Software-as-a-Service (SaaS) on which the website is operated/hosted.

- 28.2.3 Maintenance, design, upgrading, and/or implementation of changes to the website by our website designers and/or technical support.
  - 28.2.4 Performing statistical analysis regarding the website, whether aggregate-statistical or identified, to examine the effectiveness of commercial campaigns on the website and/or examine the relevance of website parts or content to our users, subject to Section 28 above.
  - 28.2.5 Providing infrastructure for the Company's ongoing business management (cloud service providers for managing user information, such as CRM systems, office software and email providers, and contact platforms, etc).
- 28.3 In any engagement with a sub-provider as mentioned in Section 28.2 above (or inter-corporate engagement with subsidiaries or affiliates) involving the granting of access to personal information, the transfer of a copy of personal information, or for the purpose of collection, storage, or processing of personal information about you by them, the Company undertakes that:
- 28.3.1 It will take all necessary measures according to law for the contractual regulation of granting access or transferring personal information and/or receiving outsourcing services for processing personal information about you by those third parties and/or affiliates/subsidiaries, as applicable, all to protect your privacy in accordance with the obligations imposed on the Company by law.
  - 28.3.2 Insofar as the assistance of those third parties involves the transfer of personal information outside of Israel, the Company will act in accordance with the obligations applicable to it under the Protection of Privacy (Transfer of Data to Databases Abroad) Regulations, 2001, both regarding the selection of countries where the personal information is stored and regarding the contractual regulation to ensure your rights and the protection of your privacy in the personal information by the recipient.
29. The personal information collected about users and used by the Company is subject to the rules of the Protection of Privacy Law and its regulations, including the guidelines and public opinions of the Privacy Protection Authority at the Ministry of Justice. Therefore, except as stated in Section 28

above, the Company refrains from delivering or granting access to personal information about you to any third parties (including affiliates/subsidiaries), except in the following cases:

- 29.1 Insofar as we are obligated to do so by judicial order or insofar as legal steps (criminal or civil) are taken against us for actions you performed through the website in violation of the Website Terms of Use and in violation of the law.
- 29.2 Insofar as we are required to do so to respond to any legal process such as a search warrant, court summons, an audit or enforcement process by a regulator or administrative body competent by law, or according to another legal instruction. In this case, the Company shall be entitled to deliver user details in accordance with the provisions of the judicial order and/or the enforcement body's instructions and/or the competent administrative body's instructions, without the need to obtain your prior consent.
- 29.3 Insofar as we are required to enforce our rights according to this Privacy Policy or the Website Terms of Use as a result of your violation of them, or should a dispute, claim, suit, demand, or legal proceedings arise between you and the Company (including its subsidiaries and/or affiliates) and/or its representatives.
- 29.4 Insofar as we are required to transfer the website's activity to the management of another corporation, as well as in the event of a merger with another body or the merger of website activity with the activity of a third party.  
In this case, the Company shall be entitled to transfer to the third party and/or the absorbing company a copy of the stored information as well as any statistical information collected or processed by it, provided that the third party exposed to it accepts all of the Company's obligations toward you as stated in this Privacy Policy and undertakes to act in accordance with it.

#### **Links to Third-Party Websites**

30. The website may contain links that direct to other websites. Brosh makes an effort to link to websites that, to the best of its knowledge, do not violate the right to privacy; however, the Company cannot be responsible in any way for the content and/or the degree of privacy protection granted by those websites.

Therefore, the user declares and understands that when clicking and moving to a website operated by a third party as mentioned, the Company is not responsible for any privacy violation and/or other harm due to browsing and/or installing an application as mentioned. The Company recommends that before providing information on such a website, the user reads the terms of use and/or privacy policy of those sites and/or applications and acts accordingly.

31. It is clarified that the above is also relevant for clicking on a link to social media sites, and all uses made will be in accordance with the privacy preferences, privacy terms, and terms of use of each such social media site.

### **User Rights in Personal Information About Them**

32. In accordance with Section 13 of the Protection of Privacy Law, it is your right to review the personal information held about you in the Company's databases, subject to an identity verification process and the exercise of the right to review in a manner appropriate to the circumstances, all according to the provisions of the law.
33. Insofar as, after such review, you find that the information about you stored in our systems is incorrect, incomplete, unclear, or outdated, you are entitled to contact us and request that we correct the information or, alternatively, delete it in accordance with your rights under Section 14 of the Protection of Privacy Law.
34. It is clarified that to exercise the right to review as stated in Section 32 above and should you wish to correct the information as stated in Section 33 above, you must contact us at the email address: [Info@brosh.co.il](mailto:Info@brosh.co.il). However, correcting the information may prevent the performance of certain actions requested by you in your inquiry to us, and we will inform you accordingly after the completion of the request.

### **Retention of Personal Information**

35. We will keep the personal information collected by us as stated in this Privacy Policy through the website only for the period required to fulfill the purposes for which the information was provided to us, and in accordance with the provisions of the law.

36. After the purpose is fulfilled, or at the end of the period required by law, we will delete the personal information or anonymize it in an irreversible manner that does not allow for personal identification through it, unless there is a legal obligation to continue holding it for a longer period, such as information retention obligations set by law, legal proceedings, or active regulatory investigation or enforcement proceedings and the like.

### **Miscellaneous**

37. It is clarified, emphasized, and agreed that the options for contacting the Company through the website are intended solely for users aged 18 and over. Brosh does not intentionally or knowingly collect information regarding minors. Should it come to your knowledge that we have collected information concerning a minor under the age of 18 without obtaining approval from the minor's parents and/or guardians, please notify us and we will delete the personal information from our databases, except in cases where we are prevented from doing so according to Section 29 above.
38. Brosh may change the provisions of the Policy from time to time. If material changes are made to this Policy in provisions concerning the types of personal information that will be collected or the manner of use of personal information provided by the user, a notice will be published on the website.
39. Any conflict and/or dispute in connection with the Policy and/or the terms and/or the provisions appearing on the website, if and insofar as they arise, will be resolved according to the laws of the State of Israel only and exclusively in the competent courts in the city of Tel Aviv, to which unique and exclusive jurisdiction is granted.
40. In any case where any term and/or provision in this document becomes illegal, invalid, or unenforceable, it shall not prevent and/or detract from the validity and/or legality of the other provisions of this Policy. It is clarified that in such a case, the existence of a similar alternative enforceable term shall be seen in place of the term that was deleted or removed.
41. For additional questions regarding Brosh's Privacy Policy and/or insofar as you believe your privacy has been violated by any party and/or for the exercise of data subjects' rights as stated in Sections 32-33 above, the Company can be contacted by email at: [Info@brosh.co.il](mailto:Info@brosh.co.il).

**42. This policy is a translation of the original Hebrew version for your convenience. In case of any contradiction between the two, the Hebrew version will take precedence.**