

NAYAX
PRIVACY POLICY

Recently updated: June 2019

NAYAX Ltd. (“NAYAX” or “we”) is committed to your right to privacy. Protecting our Users' privacy is a core value of NAYAX, and we take precautions to ensure the protection of our Users' personal data as well as to comply with applicable privacy and data protection legislation. We respect the fact that our Users' personal data and original content are their own, and have implemented mechanisms to ensure you have control over your data and content.

This Privacy Policy (the “**Privacy Policy**”) which is incorporated by reference in our [Terms of Use](#), governs the processing and transfer of data collected in connection with our website (the “**Site**”) and/or the services available through the Site or otherwise provided by NAYAX, including the NAYAX Dashboard (the “**Services**”), to each person, including Customers, Customers’ users and End-Users accessing or using the Site and/or the Services (the “**User**” or “**you**”). Any capitalized terms not defined herein shall have the meaning ascribed to them in the Terms of Use.

If you choose to use the Site and/or Services, or otherwise provide data to us, you explicitly agree to the use of such data in accordance with this Privacy Policy. **Please note that if you are using the Services as NAYAX’ Customer, the processing of Personal Data in connection with the NAYAX System and the Services provided to you is governed also by the [Data Processing Addendum \(the “DPA”\)](#).**

You may not use the Site or submit any data through the Site and/or Services if you do not agree to any of the terms hereunder. This Privacy Policy shall not be construed in any manner to derogate from the Terms of Use or any other agreement made by and between NAYAX and you, including the DPA.

THE HIGHLIGHTS:

- **You are not required by law to provide us with any Personal Data. Sharing Personal Data with us is entirely voluntary.**
- **Our Services are intended for Users over the age of 16 or equivalent minimum age for providing consent to processing of Personal Data in the relevant jurisdiction. Children under such age are not permitted to register to or use the Services. If you are under such age you should cease to use the Services immediately.**
- **You may be entitled to request to review, amend, erase or restrict the processing of your Personal Data, pursuant to applicable law. Please note that in case you request to erase or restrict the processing of your Personal Data, your use of the Services may be restricted.**
- **We do not sell, trade, or rent Users' Personal Data to third parties. We only share Personal Data with third parties in connection with the provision of the Services to our Users, or other limited circumstances specified herein.**
- **If you have any questions or requests regarding the processing of your Personal Data, or would otherwise like to contact us in connection with this Privacy Policy, please send us an email to: support@nayax.com.**

1. What is Personal Data, and what data is collected about me by NAYAX?

“**Personal Data**”, means any information which identifies or can be used to identify a natural person, including, but not limited to, first and last name, phone number, email address, IP address, billing information, etc.

Non-Personal Data

We collect non-Personal Data regarding Users concerning their use of the Services, such as the scope, frequency, latency, pages accessed, what and when a User views or interacts with content and materials displayed through our Services, device identifiers, and other technical information regarding the device used to access the Services, such as model, operating system, etc.

Personal Data and Sensitive Data

In connection with User's interaction with the Site and Services, we log visitor's domain and IP address automatically we also collect the following Data:

- 1.1. **Customers.** NAYAX collects and processes the following personal data regarding its Customers:
 - 1.1.1. **Contact Details.** In order to provide the Customer with our Services or when a Customer registers to our Services we collect Customer's full name (in case the Customer is an individual) and contact details of the Customer's focal point person, such information includes: phone number and email.
 - 1.1.2. **KYC and AML data.** In order to fulfill our legal obligations to prevent fraud and money laundering, we will obtain information regarding the Customer or the Customer's shareholders (if the Customer is a legal entity that is not an individual) during the onboarding process or afterwards, such information includes identification number (passport, I.D. number or driving license number), date of birth, residence country, citizenship country, email address, phone and mobile number, face snapshot and video, and copy of the identification document;
 - 1.1.3. **Special Categories of Personal Data.** As part of our requirements to fulfil our legal obligations to prevent fraud and money laundering we may collect Personal Data included in Special Categories of Personal Data (i.e. sensitive data) required under KYC and AML regulations, (during the onboarding process or after that), such data includes information regarding politically engagement of Customer or its shareholders.
 - 1.1.4. **NAYAX Dashboard.** NAYAX will collect certain information regarding the NAYAX Dashboard users, including their account details, credentials, phone number, and employer's name (e.g. the Customer). For more information regarding the use of the NAYAX Dashboard please review our NAYAX Dashboard Terms and Conditions.
 - 1.1.5. **DPA.** Please refer to our [DPA](#) in order to review the additional provisions related to the processing of Personal Data in connection with the Services provided to the Customers by NAYAX.
- 1.2. **End-Users.** If you are an End-User in order to use the Services and/or the e-Receipt service you will be asked to provide your name, email address and payment details. For example, when you make a purchase through the Services, we collect certain data regarding your purchase, such as the Machine you purchased from, the products purchased, total payment amount, and your geographical location when using the Services.
- 1.3. If you are an employee using the Service in connection with your workplace (e.g. when your employer provides you with prepaid card), we may also receive additional information regarding you and your workplace, through your employer, such details may include your balance on your employment card/prepaid card.
- 1.4. **Site Visitors.** When you visit our site we log your domain and IP address.
- 1.5. **Contact Us and Support.** If you contact us for support, business or refund services via the “**Contact Us**” and/or “**Support**” features, we will collect certain information regarding you, such as your full name, your email, your phone number, your company (if applicable to you), country, the content of your message, etc.

- 1.6. Please note, that the Services may contain links to other websites maintained by third parties, which may not be governed by this Privacy Policy. This Privacy Policy does not apply to the practices of entities which are not controlled, owned, employed, or managed by NAYAX.

2. What will NAYAX do with my Personal Data?

- 2.1. Non-Personal Data. Non-Personal Data is used mainly for click stream analysis in order to constantly improve and maintain our Services, including among others, in order to measure and understand the level of engagement to our services, for general business analytics and in order to provide a more personalized experience and tailored content, for ensuring the technical functioning of our network, to help prevent fraudulent use of our Services and for developing new services.
- 2.2. Personal Data. Personal Data is used only for the following limited purposes:
 - 2.2.1. To provide the Services to the Customers and Users including its features and functionalities;
 - 2.2.2. To communicate with Users regarding customer service issues or to provide updates with respect to material changes to this Privacy Policy or our Terms of Use.
 - 2.2.3. Responding to questions or comments and to help resolve any problems.
 - 2.2.4. For the purposes of our legitimate interests, to the extent permitted under applicable law.
 - 2.2.5. To protect the security or integrity of our databases and the Services, and to take precautions against legal liability.
 - 2.2.6. To comply with any applicable law and assist law enforcement agencies and competent authorities, when we have a good faith belief that our cooperation with them meets the applicable legal standards.
 - 2.2.7. To improve the Services, and to develop new features, products and services.
 - 2.2.8. To improve your experience on the Site and customize our Services to your interests.
- 2.3. Please note that we may also use Personal and non-Personal Data in connection with automatic analysis of our users' behavior. In certain jurisdictions such processing of Personal Data is defined as profiling, or automatic decision making. If relevant to you under applicable law, you may be entitled to object to such processing, and may do so by sending as a notice to: support@nayax.com.

3. Does NAYAX use cookies?

Yes, we use data files such as cookies, pixel tags, “Flash cookies,” or other local storage files provided by your browser or associated applications (“**Cookies**”). We use these technologies in order to recognize you as a user; customize our Services, content, and advertising; measure promotional effectiveness; help ensure that your account security is not compromised; mitigate risk and prevent fraud; and to promote trust and safety across our Site and Services.

Cookies can be placed on your device by the website operator such as Nayax, when You visit our Site, such Cookies constitute – “**first party**” Cookies, or by a party other than Nayax, in which case the Cookies will constitute – “**third party**” Cookies.

Cookies can be differentiated by their time of use:

“**Session Cookies**” are Cookies that exist between the time you visit the Site and the time you ended the particular browsing session. Session Cookies expire and are automatically deleted when you close your internet browser.

“**Persistent Cookies**” are Cookies that stay on your device – they do not expire and are not automatically deleted when you close your browser. The length of time Persistent Cookies stay on your device varies from

Cookie to Cookie. We and third parties use Persistent Cookies for a variety of purposes, such as to store your preferences so that they are available for the next visit, to keep a more accurate account of how often You visit our Site, how often you return, how your use of our Site may vary over time, and the effectiveness of advertising efforts.

You may at any time program your browser to block Cookies, but please be aware that such blocking may prevent us from providing some or all of the Services to You. These cookies help us track how visitors use the Site and our Services.

If you wish not to receive Cookies from us, with the exception of technical Cookies, You may notify us by following the instructions for opting out of such Cookies on our Site and App or sending us an email to: support@nayax.com. If you have any questions about how we use Cookies not answered in this statement, you may contact us by sending us an email to: support@nayax.com.

4. What can I do to control my Personal Data?

- 4.1. **Reviewing and amending your Personal Data.** You are entitled to review your Personal Data. You may exercise this right by sending us a request in connection with your Personal Data to: to: support@nayax.com. In the event any Personal Data is incorrect or outdated, you may update and correct such data by providing us with appropriate notification.
- 4.2. **Right of erasure and restriction.** You may also be entitled request the erasure or the restriction of your Personal Data, and we will comply with such requests, to the extent required under applicable law.
- 4.3. **Personal Data Portability of Personal Data.** To the extent applicable to you and to the Services, you may request the portability of your Personal Data, and we will comply with such requests, to the extent required under applicable law.
- 4.4. **Retention of Data.** We reserve the right to retain any Personal Data for as long as reasonably necessary in order to: (i) fulfill the purposes described herein; (ii) in the defense or assertion of legal claims and liability; (iii) for the analyses and improvement of the Services; and (iv) to comply with applicable law. Non-Personal Data and statistical anonymized data may be retained by us without limitation.
- 4.5. **Inquiries and Requests by End-Users.** If you are an End-User, please refer all inquiries and requests in connection with your Personal Data to the Customer, namely the provider from whom you made a purchase through the Machine. We will assist the Customer if applicable to comply with your inquiries and requests.

5. Will NAYAX Share my Personal Data?

Non-Personal Data, aggregate and statistical or otherwise anonymized data may be shared without limitation with third parties at our discretion. This information does not contain any Personal Data and is used to develop content and services for our Users and clients.

We share Personal Data only under the following limited circumstances:

- 5.1. We share Personal Data with certain acquirers, as specified below, for the purpose of processing credit cards or debit card payments with respect to our Services provided to Customers and their End-Users. Following is a list of our current acquirers:
 - 5.1.1. Safecharge – <https://www.safecharge.com/our-company/>
 - 5.1.2. Borgun – <https://www.borgun.com/about-borgun/>

5.1.3. Credorax - <https://www.credorax.com/about>

5.1.4. Elavon - <https://www.elavon.com/about/company.html>

- 5.2. **End-Users Data.** We share Personal Data related to End-Users with the Customers in order to provide you the Services such as when you make purchases through the Services. The privacy and security practices of the Customers are not covered by this Privacy Policy, and NAYAX accepts no responsibility or liability for the privacy or security practices or the content of such applications.
- 5.3. **All Users.** Nayax operates with multiple suppliers in various fields of activity with respect to the Site and Services. Such third parties assist NAYAX in operating the Site and Services, conducting our business, expanding our business or servicing you, and for personalizing your experience of the Services, such third parties include, *inter alia*, service providers in the following fields:
- 5.3.1. Finance;
 - 5.3.2. Marketing;
 - 5.3.3. KYC;
 - 5.3.4. Cloud Storage Services;
- 5.4. To the extent you are using a pre-paid card with our Services, we may share your information with your employer. Please note that in such case we are processing Personal Data on behalf of our Customers (i.e. your employer), and your use of the Services shall be subject to your employers' policies. The privacy and security practices of our Customers are not covered by this Privacy Policy
- 5.5. To comply with a legal requirement, for the administration of justice, to protect your vital interests or the vital interests of others, to protect the security or integrity of our databases or the Services, to take precautions against legal liability, or in the event of a corporate sale, merger, reorganization, dissolution or similar event.

6. What is the lawful basis under which NAYAX processes Personal Data?

- 6.1. Certain processing activities conducted by us are based on the necessity of such activities for the performance of the understandings between us and our Users. For example, if you are an End-User we need your payment information in order to conduct the transaction.
- 6.2. Other processing activities are based on the grounds that they are necessary for the purposes of our legitimate interests or the legitimate interests of a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subjects which require protection of Personal Data.
- 6.3. There may be certain processing activities based on your consent to this Privacy Policy. In connection with such activities, you may rescind your consent, by sending us an email to: support@nayax.com. Please note that in the event you rescind your consent to the processing of Personal Data, we may not be able to provide you with some or all of the Services.

7. Will NAYAX transfer my Personal Data internationally?

- 7.1. NAYAX is a global company with offices all over the world. Our databases are located currently in Germany, Israel and in the US. Some of our processing activities are made in Israel. The European Commission has decided that Israel ensures an adequate level of privacy and data protection, therefore, in accordance with the GDPR, the transfer of Personal Data to Israel is lawful and does not require any specific authorization.

7.2. Any future transfer of Personal Data outside the EU to a third country (other than Israel) shall be made in accordance with applicable law, including by providing adequate protections, or otherwise implementing appropriate safeguards to ensure the protection of our Users' rights.

8. Will I receive SPAM from NAYAX?

We may send users of the Services, with information on new products, features, activities, services and periodic announcements or newsletters. By accepting this Privacy Policy you hereby provide us with your explicit, written consent to receive marketing communications. You may at any time choose to opt-out and to not receive these communications, by contacting us at support@nayax.com.

9. Persons under 16

Our Site and the Services provided through it is a general audience Site which is not directed to persons under 16 years old. If a parent or guardian becomes aware that his or her child has provided us with Personal Data without their consent, he or she should contact us immediately. We do not knowingly collect or solicit Personal Data from people under 16 years old. If we become aware that a person under 16 years old has provided us with Personal Data, we will delete such data from our databases.

10. How does NAYAX protect your data?

We implement measures to reduce the risks of damage, loss of information and unauthorized access or use of information in accordance with the applicable law. We adopt appropriate and generally accepted data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your Personal Data. In particular, your payment information is secured in accordance with the PCI-DSS standard. However, these measures are unable to provide absolute information security. Therefore, although efforts are made to secure your personal information, it is not guaranteed and you cannot reasonably expect that the Service and its related databases will be immune from any wrongdoings, malfunctions, unauthorized interceptions or access, or other kinds of abuse and misuse.

11. Questions or concerns regarding privacy

If you have any questions or concerns regarding privacy issues, please send us a detailed message to: support@nayax.com and we will make every effort to resolve your concerns without delay.

NAYAX may, at any time and from time to time, modify this Privacy Policy. Modifications to this Privacy Policy will be posted on the Site, and shall be effective as of the date in which they are posted on the Site.

You are also entitled to file a complaint with the appropriate supervisory authority in connection with concerns you may have with regards to your privacy and Personal Data.