

Terms of use

about using the OMNI mobile app

Attention! By starting to use the Mobile Application in any form, you agree to the terms of this User Agreement. Otherwise, You agree to remove the Mobile Application from the device and cease all use of it.

Agreement, according to paragraph 2 of Art. 437 of the Civil Code of the Israel , is a public offer, the acceptance of the terms of which is the performance of actions stipulated by the Agreement.

Terms and Definitions

The following terms are used in the Agreement and have the meanings defined below. If the Agreement uses terms and concepts that are not defined in this section, they have the meanings that are usually given to them in the relevant industry/field.

1.1 Company - LLC "Omni" which provides the Company's services to the User, in the manner and on the terms set forth in the Agreement.

1.2 OMNI Application is a software application for Devices, which is the intellectual property of the Company, which provides the User with the ability to Register and Authorize, as well as (for a registered and authorized User) the ability to use the OMNI Service.

1.3 Device - an electronic mobile device of the Buyer that has the ability to access the Internet, operates on the basis of iOS or Android operating systems, enabling the User to use the OMNI service.

1.4 Registration of the User - the performance by the User, interested in using the OMNI Application, and the Company of a certain set of actions through the interface of the OMNI Application, namely, the provision by the User of the Company with information sufficient to create a User account and access the User profile.

1.5 Authorization of the User - the implementation of a certain set of actions fixed in the Agreement, in the OMNI Application, in order to identify the registered User for subsequent use of the OMNI Service through the OMNI Application.

1.6 User Profile - a set of data about the User, including information about the linked cards of the User, purchases made, checks, the presence or absence of a personal discount and other information.

1.7 Cardholder - an individual who gives an order to the Issuing Bank to transfer funds from a bank card on behalf of the User in favor of the Company.

1.8 Support Service - a structural subdivision of the Company, which provides twenty-four hours, seven days a week, without days off and holidays, consulting support for Users, assistance to Users and informing them in the process of providing services of the OMNI service. Support and information are provided when the User contacts the Support Service using the OMNI Application.

1.9 User Agreement is a binding document for the Buyer and, unconditionally accepted by him during Registration, a document published on the OMNI Application, which determines the conditions and procedure for the User to use the OMNI Application.

1.10 Privacy Policy - a document in the OMNI Application that regulates the purposes, methods and procedures for obtaining, processing and storing information about the User in order to provide access to the OMNI Application.

1.11 Users' personal data processing policy - a document published on the OMNI system website describing the procedure for processing, storing and using personal information about Users, in accordance with Federal Law No. 152. The Company hereby informs that it is in the register of personal data operators in accordance with the legislation of the Israel .

Terms used in the text of the Agreement in the singular may imply the plural, and vice versa.

Subject of the Agreement and General Provisions

2.1 In accordance with the Agreement, the Company grants the User a revocable non-exclusive right to use the OMNI Application without charging the User an additional fee. The Company grants the User the right to use the OMNI Applications in the amount corresponding to the User's access level at a given time (before the Registration, after the Registration procedure begins).

2.2 Use of the OMNI Application is permitted only in the ways provided for in the Agreement.

2.3 The User guarantees that he will not use the OMNI Application in violation of the requirements of the current legislation, the terms of the Agreement in order to cause harm to the Company or third parties.

2.4 The user reports to the Support Service about the presence of errors or problems that have arisen in the process of using the OMNI Application.

2.5 The OMNI application can be used by the User to:

- obtaining information about the Company, its partners, getting acquainted with the services provided by the Company and its partners;

- performing actions aimed at Registration, Authorization and use of the OMNI Service.

User registration and authorization

3.1 The use of the OMNI Application is possible only if the User is Registered and Authorized in the OMNI Application in accordance with the sequence of actions established by the Agreement, as well as by the OMNI Application.

3.2 To Register the User in the OMNI Application, the User independently uploads (downloads) the OMNI Application to the Device using the AppStore (itunes.apple.com) and/or Google Play (play.google.com) application stores on the Internet.

3.3 To Register a User in the OMNI Application, the User enters their mobile phone number and accepts the terms of the Agreement by clicking the "Continue" button. A one-time confirmation code (password) is automatically generated and sent via SMS to the specified mobile phone number, after which registration is completed automatically.

Subsequently, when Authorizing in the OMNI Application, the User's login is the mobile phone number specified by the User during Registration. A one-time code (password) is sent to the User each time Authorization is required in the OMNI Application.

From the moment the Registration is completed, the Accession Agreement is considered concluded by the Parties. After registration is completed, the User is granted limited access to the OMNI Application, including: access to the User Profile, the ability to view Products and other functions.

3.4 Upon completion of the User Registration, the User Authorization, which implies the possibility of using the OMNI Application in full, is carried out by entering a phone number and a one-time confirmation code (password) (which is automatically generated (created) in the Company's system and sent by the Company to the User via sms) in the personal account in OMNI app.

3.5 The User undertakes to keep secret the login and password, as well as other data through which access to the OMNI Application can be obtained on behalf of the User. In case of loss of the login, password, or if there is reason to believe that a third party has taken possession of this data (as well as other data), the User is obliged, using the contact details specified by him during Registration, to submit a request to the Company (by contacting the Support Service) to restrict access to the OMNI Application. The request is considered by the Company within 1 (one) hour from the moment it was sent. All risks arising from failure to fulfill this obligation by the User lie with the User.

3.6 Upon completion of the Registration, all calls to the Support Service are made by the User from the mobile phone number specified during registration, or another phone number, subject to the User providing additional data at the request of the Support Service employee.

3.7 The User can change the mobile phone number specified by him during Registration by contacting the Support Service or by e-mail at the address (hidden) (at the same time, the User provides the control information provided by the Agreement to the Support Service operator).

User Statements

4.1 By accepting the terms of the Agreement, the User declares that he:

- speaks Israel at a level sufficient to read and understand the meaning and significance of the Agreement; - - read the terms of the Agreement, understood the meaning and meaning of the specified document, agrees with its content and accepts it without any reservations, conditions and exceptions and undertakes to comply with the requirements established by it, be responsible for non-fulfillment / improper fulfillment of the requirements and conditions set forth in it, and also understands all the consequences of their actions for Registration, use of the OMNI Application,
- read the Privacy Policy, understood the meaning and meaning of this document, agree with its content;
- provided the Company during the Registration with complete, valid and reliable data (including personal data);
- agrees that the amount of losses inflicted on the Company as a result of violation by the User of any of its guarantees and obligations under the Agreement is determined solely by the Company and at its discretion, and unconditionally agrees to reimburse the Company for such losses;
- agrees that the Agreement may be changed by the Company without any notice from the Company's Party, and undertakes to independently monitor the relevant changes to the Agreement. The new version of the Agreement or changes come into force from the moment they are posted in the OMNI Application;
- agrees to receive from the Company any notifications, messages, information and mailings in any format, provided that their content complies with the requirements of the current legislation of the Israel ;
- recognizes legal force for documents sent by the Company through the OMNI Application as for personally signed documents, for actions performed through the OMNI Application;

4.2 Familiarization with the terms of this Agreement must be made by the User before ticking the checkbox "I agree with the terms and conditions and accept the User Agreement" or pressing the "Continue" button in the OMNI Application. The User, who has not read the terms of the Agreement in a timely manner, assumes all the risks of the adverse consequences associated with this.

User Consent

5.1 The user gives his consent to the processing by the Company of his personal data provided by him: full name, contact details, including (but not limited to) phone number, email address, and other personal data, and confirms that by giving such consent, of their own free will and in their own interests.

5.2 Consent to the processing of personal data is given by the User for the purposes of concluding and executing the Agreement, providing additional services, participating in promotions, surveys, research conducted by the Company (including, but not limited to conducting surveys, research via electronic, telephone and cellular communications), making decisions or performing other actions that give rise to legal consequences in relation to the User or other persons, providing the User with information about the services provided by the Company, the provision of consulting services by the Company, and applies to all information specified in clause 5.1 of the Agreement.

five.3 The processing of the User's personal data is carried out by the Company in the amount necessary to achieve each of the above goals, in the following possible ways: collection, recording (including on electronic media), systematization, accumulation, storage, listing, marking, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction, cross-border transfer of personal data, obtaining an image by photographing, as well as performing any other actions with the User's personal data, subject to the current legislation of the Israel . Processing is carried out both with the help of automation tools and without the use of such tools.

5.4 The User confirms that the consent given by him to the processing of personal data is valid indefinitely from the moment they are provided by the User to the Company.

5.5 The User has the right to withdraw his consent to the processing of personal data by sending the appropriate written notice to the Company to the email address (hidden) from the User's email address specified by the User in the OMNI Application, at least 30 (thirty) calendar days before the withdrawal of consent, while The User acknowledges and understands that access to the use of the OMNI Service will not be provided by the Company from the moment when the Company has lost the ability to process the User's personal data.

five.6 The User acknowledges and confirms that if it is necessary to provide personal data to achieve the above goals to a third party (including authorized state bodies), the Company has the right, without obtaining additional consent from the User, to the extent necessary to disclose information about the User personally to perform the above actions (including personal data) to such third parties, as well as to provide such persons with relevant documents containing such information, in compliance with the requirements of the legislation of the Israel .

5.7 The User acknowledges and confirms that consent to the processing of the User's personal data is considered to be given by him to any third parties, subject to appropriate changes, and any such third parties have the right to process personal data on the basis of this consent.

5.8 The User consents to the debiting by the Company or, on its behalf, by an agent (payment system) engaged by it, of funds from his bank card to pay off payments for the Products or other services provided by the Company.

5.9 The User agrees that the Company will record the User's contacts (conversations) with the Support Service and provide such a record to third parties.

5.10 The User agrees that the Company and / or its partners (payment systems) during the term of the Agreement store the data of the bank account and / or bank card of the User, through which the User pays for the OMNI Service

Warranties, obligations and liability of the user

6.1 The User guarantees that he will use the OMNI Application, the Site Services and the OMNI Application only for personal non-commercial purposes, not related to business activities and only in accordance with the terms of the Agreement.

6.2 The User guarantees that he will not register on behalf of another person and / or transfer registration data to third parties.

6.3 The User guarantees that he is the Holder of all bank cards linked by him to the OMNI Application

6.4 The User understands and agrees that in order to properly use the OMNI Application, he himself must ensure the proper Internet connection speed of the Devices. Before using the OMNI Application, the User must independently verify that his Device has the necessary characteristics for this. All issues related to the acquisition of Internet access rights, the purchase and adjustment of the relevant Devices and software products for this purpose are resolved by the User independently and at his own expense and are not subject to the Agreement.

6.5 The User is responsible for all actions carried out by him in the Application.

6.6 The User must not allow any third party to use the User's login and password. The Company is not responsible for possible damage, loss or corruption of data that may occur due to violation of this provision by the User. The User undertakes to take appropriate measures to protect and keep confidential the information used for Authorization in the OMNI Application, including login and password, from unauthorized use by other persons and immediately inform the Company of the relevant information if such use is discovered. The user bears all risks of adverse consequences associated with the absence of such a message.

6.7 The User undertakes to independently track changes in the terms of the Agreement in the OMNI Application.

6.8 The User undertakes not to use any technologies or take any actions that may harm the OMNI Application, the interests and property of the Company.

6.9 The User undertakes to comply with other provisions of the current legislation of the Israel , the provisions of the Agreement and the legal requirements of the Company.

6.10 If, due to the violation by the User of the terms of the Agreement, the Company has suffered losses, including as a result of claims and lawsuits filed against the Company by third parties, the User undertakes to settle such claims and lawsuits on its own and at its own expense, and reimburse the Company caused by the User's failure to comply with the conditions Agreement damages in full

6.11 For non-performance or improper performance of its obligations under the Agreement, the User is liable in accordance with the current legislation of the Israel , the Agreement.

6.12 The User undertakes to notify the Company in the event of a change in the mobile phone number and other data specified during Registration.The user bears all risks of adverse consequences associated with the absence of such a message.

Company warranties and liability

7.1 The Company provides the User with the OMNI Application, as well as any information contained in the OMNI Application, "as is" without warranties of any kind. This means, among other things, that the Company:

- is not responsible for the speed and smooth operation of the OMNI Application, its compatibility with the User's Devices, software and operating systems of the User's Devices;
- is not responsible for the absence of errors and / or viruses during the operation of the OMNI Application, interruption of communication channels and failure of the server infrastructure at the level of trunk communication channels, data exchange centers, computer centers, as well as communication lines of regional and local importance, non-performance or improper fulfillment of its obligations due to failures in telecommunications and / or energy networks, as well as unfair actions of third parties aimed at unauthorized access and / or disabling of the OMNI Application. The User agrees and acknowledges that the use of the OMNI Application is solely at his own risk.
- is not responsible for the proper functioning of the User's Device;

- is not responsible for the non-compliance of the OMNI Application with the User's expectations;
- is not responsible for the actions of the Users in the OMNI Application and for the consequences of the use of the OMNI Application by the Users.

7.2 In the event that the User Device does not support the display and operation of the OMNI Application. The Company does not guarantee the provision of access to the relevant resources and the possibility of their use / full use.

7.3 The Company is not responsible for the temporary inoperability of payment systems that ensure the acceptance and transfer of User payments, caused by reasons beyond the control of the Company, as well as force majeure circumstances.

7.4 The Company is not responsible for violation of the terms of the Agreement if such violation is caused by force majeure circumstances (force majeure), including, among others: actions and decisions of state authorities and / or local governments, fire, flood, earthquake, other acts of God, power outages and/or computer network failures, strikes, civil unrest, riots, any other circumstances that may affect the Company's compliance with the terms of the Agreement.

7.3 The Company is not responsible for the temporary inoperability of payment systems that ensure the acceptance and transfer of User payments, caused by reasons beyond the control of the Company, as well as force majeure circumstances.

7.4 The Company is not responsible for violation of the terms of the Agreement if such violation is caused by force majeure circumstances (force majeure), including, among others: actions and decisions of state authorities and / or local governments, fire, flood, earthquake, other acts of God, power outages and/or computer network failures, strikes, civil unrest, riots, any other circumstances that may affect the Company's compliance with the terms of the Agreement.

7.5 The Company is not responsible for non-fulfillment or improper fulfillment of its obligations if this is caused by the User's actions/omissions that are beyond the Company's control, including as a result of the User's erroneous actions/omissions.

7.6 The Company guarantees the conscientious and lawful processing of the User's personal data in accordance with the purposes stipulated in the Agreement.

7.7 The Company guarantees timely updating of the User's data in case of providing them with updated data.

7.8 The Company is liable only for direct actual damage caused as a result of the culpable failure to fulfill the obligations of the Company. The obligation to substantiate and confirm such damage is borne by the User.

7.14 The Company is not responsible for the use of the OMNI Application from the User's Device by third parties, and therefore all actions performed from the User's Device are considered the actions of the User. If any person gains access to the OMNI Application and the ability to use them on behalf of the User, the User must immediately notify the Company in writing (by e-mail (hidden) or by contacting the Support Service. Otherwise, all actions taken on behalf of the User using the Site or the OMNI Application will be regarded as actions taken directly by the User.

The term of the agreement, the procedure for changing and canceling the agreement

8.1 The User accepts the Agreement by performing the actions specified in clause 3.3 of the Agreement. The date on which the User performed these actions is the date the Agreement comes into force. The agreement is valid from the date of entry into force for an indefinite period.

8.2 The Company has the right to amend the terms of the Agreement at any time. Changes to the terms of the Agreement are carried out by amending the existing version of the Agreement, or creating a new version of the Agreement, and become binding on the Company and the User (come into force) from the date the Company posts a new version of the Agreement or changes made to the Agreement in the OMNI Application. If the User does not agree with the changes, he has the right to refuse to execute the Agreement in the manner specified below, which does not relieve the User from fulfilling his obligations that arose before the termination of relations under the Agreement, while the User undertakes to stop using the OMNI Applications, as well as stop using Service OMNI

8.3 If the User has not refused to execute the Agreement (has not submitted an application (notice) for termination (clause 8.4), it is considered that the User has read, understood, agrees to comply with the Agreement in the new version or changes to it and unconditionally accepts the specified new version of the Agreement or changes to it from the date of their entry into force. The User, on a periodic basis, independently monitors the OMNI Application for changes in the terms of the Agreement. The risk of non-compliance with this requirement lies entirely with the User.

8.4 The Company and the User have the right to refuse to execute the Agreement by notifying the other Party no later than 10 (ten) calendar days before the expected date of termination of the Agreement. At the same time, the initiator of termination of the Agreement undertakes to fulfill all its obligations arising from the Agreement no later than the date of termination of the Agreement.

8.5 Cancellation of the Agreement at the initiative of the User is carried out within the time limits stipulated by the Agreement, on the basis of a personally signed application (notice) of the User, transferred by the User to the Company (personally, by courier, by mail).

8.6 The Company has the right to unilaterally and extrajudicially refuse to execute the Agreement in case of violation by the User of any of his obligations, statements and guarantees provided for in the Agreement. In this case, the Agreement is considered terminated at the moment the notification is sent to the User through the OMNI Application (push notification) or by sending sms messages, or by e-mail.

8.7 In terms of unfulfilled obligations of the Parties, the Agreement, terminated for any reason, continues to be valid until the fulfillment of these obligations in full.

8.8 In all cases of termination of the Agreement, the Accession Agreement concluded with the relevant User is also considered terminated from the date of termination of the Agreement. In this case, a separate application for termination of the Accession Agreement from the User is not required.

Dispute resolution and jurisdiction

9.1 All disputes and disagreements under the Agreement are resolved through negotiations.

9.2 If the Company and the User have not reached a decision through negotiations within 20 (twenty) days, disputes and disagreements are referred to the court for resolution, in the manner prescribed by the current legislation of the Israel .

Other provisions

10.1 Unless otherwise expressly provided in the Agreement, from the moment it enters into force, the Company and the User recognize legal force for documents sent by e-mail (the Company's e-mail addresses specified in the OMNI Application and the User's e-mail addresses specified during the Registration process) , agree that these documents are equivalent to documents drawn up on paper and signed by the handwritten signature of the relevant person, unless otherwise expressly provided by the Agreement.

10.2 From the moment the Agreement enters into force, the Company and the User recognize the legal force for messages and actions sent and performed respectively through the use of the OMNI Application on behalf of the User, as well as using the phone number specified by the User during Registration.

10.3 If the User is outside the territory of the Israel or if the User indicates the mobile phone number of a foreign mobile operator during Registration, as well as for the purposes of receiving messages / notifications provided for in the Agreement, the User assumes all risks of late receipt or non-receipt of messages from the Company by the User.

10.4 Messages sent to e-mail are considered received by the addressee at the time they are sent.

10.5 The User undertakes to notify the Company of a change in the mobile phone number, email address, other data provided by the User to the Company, a change in the name, surname, other personal data, as well as the loss of the above data by contacting the Support Service. The Company is not responsible for any consequences related to the change of the User's data specified in this clause of the Agreement, if the User did not notify the Company about the circumstances specified in this clause of the Agreement, and / or provided the Company with incorrect data.

10.6 The User acknowledges that the OMNI Application is sufficient to ensure proper operation when receiving, transmitting, processing and storing information, as well as to protect information from unauthorized access, confirm the authenticity and authorship of electronic documents sent using them, as well as to resolve conflict situations . The user trusts the OMNI Application software.

10.7 The OMNI application is the intellectual property of the Company, any use is allowed only on the basis of the permission of the Company. Using the OMNI Application without the permission of the Company in any way and for purposes other than those permitted by the Agreement is illegal and may result in the User being held liable.

10.8 To the extent not regulated by the Agreement, the relationship between the Company and the User is governed by the current legislation of the Israel .

10.9 The Company has the right to use a facsimile reproduction of the signature of an authorized person of the Company (by means of mechanical or other copying) in any documents, including the Agreement and / or related messages and notifications. The parties recognize the legal force behind such documents.

10.10 For all questions related to the use of the OMNI Application with all claims, the User can contact the Support Service. When filing a claim with the Company, the User must provide documents confirming the validity of the claim, as well as indicate his data provided by him during Registration.

10.11 A user who has not accepted the terms of the Agreement, or who has accepted them by mistake, must inform the Company about this and is not entitled to use the OMNI Application, as well as the OMNI Service.

10.12 The agreement is drawn up in Israel

Personal data processing policy

Approved by Order of OMNI LLC

On approval of the Personal Data Processing Policy dated April 1, 2019. № 02-2019

The personal data processing policy (hereinafter referred to as the Policy) was developed in accordance with the Federal Law of 27.07.2006. No. 152-FZ "On Personal Data" (hereinafter -

FZ-152). The policy defines the procedure for processing personal data and measures to ensure the security of personal data in OMNI LLC (hereinafter referred to as the Operator) in order to protect the rights and freedoms of a person and citizen when processing his personal data, including protecting the rights to privacy, personal and family secrets.

The operator is obliged to publish or otherwise provide unrestricted access to all interested parties to this Personal Data Processing Policy in accordance with part 2 of Article 18.1. FZ-152.

1. Terms and definitions

The following basic concepts and terms are used in the Policy and have the following meanings.

1.1 Personal data subject - an individual who sends his own personal data to the Operator in order to gain access to the functionality of the Operator's Service;

1.2 Personal data - any information relating directly or indirectly to a specific or identifiable natural person (subject of personal data);

1.3 Processing of personal data - any action (operation) or a set of actions (operations) performed using automation tools or without using such tools with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data;

1.4 Automated processing of personal data - processing of personal data using computer technology;

1.5 Blocking personal data - temporary suspension of the processing of personal data (except when processing is necessary to clarify personal data);

1.6 Personal data information system - a set of personal data contained in databases and information technologies and technical means that ensure their processing;

1.7 Depersonalization of personal data - actions as a result of which it is impossible to determine, without the use of additional information, the ownership of personal data by a specific subject of personal data;

1.8 Provision of personal data - actions aimed at disclosing personal data to a certain person or a certain circle of persons;

1.9 Dissemination of personal data - actions aimed at disclosing personal data to an indefinite circle of persons (transfer of personal data) or familiarizing with personal data of an unlimited number of persons, including the disclosure of personal data in the media, placement in

information and telecommunication networks or providing access to personal data in any other way;

1.10 Cross-border transfer of personal data - transfer of personal data to the territory of a foreign state to an authority of a foreign state, a foreign individual or foreign legal entity;

1.11 Destruction of personal data - actions as a result of which it is impossible to restore the content of personal data in the information system of personal data and (or) as a result of which material carriers of personal data are destroyed.

1.12 Operator's Service - a software package owned by the Operator, which includes the OMNI software Application.

1.13 User Agreement - an agreement posted in the OMNI Application for electronic devices, aimed at providing the Subject with access to the tools of the Operator's Service. The User Agreement has the force of the Accession Agreement. The conclusion of the Connection Agreement between the Operator and the Subject is carried out by joining the Subject to the conditions determined by the Operator in accordance with Article 428 of the Civil Code of the Israel . The Accession Agreement is considered concluded from the date of completion of the registration of the Subject in the OMNI Application (from the date of successful Registration), without fail accompanied by the unconditional acceptance by the Subject of the terms of the User Agreement.

Terms used in the text of the Policy in the singular may imply the plural, and vice versa. Terms used in the text of the Policy with a capital letter have the same meaning as terms used with a lower case letter, and vice versa.

3. Purposes and grounds for the processing of personal data

3.1 The purpose of processing by the Operator of personal data is to provide the Subject with access to the functionality of the Operator's Service by creating an account of the Subject to ensure the fulfillment of the obligations of the Parties in accordance with the User Agreement, to ensure the fulfillment of obligations from other contractual relations established using the functionality of the Operator's Service, to protect the rights and legally protected interests of the Subject and the Operator, including the prevention of fraud, improving the quality of the Operator's Service, establishing feedback by the Operator with the Personal Data Subject, including, but not limited to, the distribution of materials and content of the site, the implementation of information / advertising / newsletters.

The legal grounds for the processing of personal data are, among others:

- User agreement concluded between the Operator and the Subject of personal data;
- consent to the processing of personal data provided by the Subject of personal data.

4. Conditions for the processing of personal data

4.1 The operator processes personal data if at least one of the following conditions exists:

- the processing of personal data is carried out with the consent of the Subject of personal data to the processing of his personal data;
 - the processing of personal data is necessary to achieve the goals stipulated by an international treaty of the Israel or the law, to exercise and fulfill the functions, powers and duties assigned to the Operator by the legislation of the Israel ;
 - the processing of personal data is necessary for the administration of justice, the execution of a judicial act, an act of another body or official subject to execution in accordance with the legislation of the Israel on enforcement proceedings;
 - the processing of personal data is necessary for the performance of an agreement to which the subject of personal data is a party or beneficiary or guarantor, as well as to conclude an agreement on the initiative of the subject of personal data or an agreement under which the subject of personal data will be the beneficiary or guarantor;
 - the processing of personal data is necessary to exercise the rights and ensure the legitimate interests of the Operator or third parties, or to achieve socially significant goals, provided that the rights and freedoms of the subject of personal data are not violated;
 - processing of personal data is carried out, the access of an unlimited number of persons to which is provided by the subject of personal data or at his request (hereinafter referred to as publicly available personal data);
 - processing of personal data subject to publication or mandatory disclosure in accordance with federal law.
- 4.2 The transfer of personal data to third parties can be carried out only in cases established by the legislation of the Israel , an agreement with the participation of the Subject or with his consent.

4.3 The Operator has the right to entrust the processing of personal data to another person with the consent of the Personal Data Subject, unless otherwise provided by federal law, on the basis of an agreement concluded with this person. A person who processes personal data on behalf of the Operator is obliged to comply with the principles and rules for the processing of personal data provided for by Federal Law-152 and this Policy.

4.4 The Operator does not carry out cross-border transfer of any personal data of the subjects.

5. Composition of personal data

5.1 Personal data authorized for processing under the Policy is provided by the Personal Data Subject (obtained by the Operator in an automated mode) by filling out registration and other forms on the Operator's website, the Subject's actions in the OMNI Application, sending by the Subject to the Operator information containing the Subject's personal data and making payments by the latter for the services provided by the Operator.

5.2 In accordance with the Policy, the Operator guarantees the protection of personal data sent by the Subject to the email address (hidden) owned by Omni LLC.

5.3 Personal data provided by the Subject and / or received by the Operator in an automated mode include:

- last name, first name, patronymic;
- date and place of birth;
- contact phone numbers (mobile phone registered in the name of the Subject);
- e-mail address of the Subject;
- information necessary for the Subject to make payments for the use of the Operator's services;
- information about the history of using the Operator's Service: quantity, cost and other information about the services of the Operator's Service received by the Subject.
- information on the participation of the Subject in the Operator's shares.

5.4 The Operator does not process personal data relating to race, nationality, political views, religious or philosophical beliefs, health, personal life of the subject of personal data.

6. Consent of the subject of personal data to the processing of his personal data

6.1 The subject of personal data decides to provide his personal data and agrees to their processing freely, of his own free will and in his own interest. Consent to the processing of personal data is provided by the Personal Data Subject or his representative in writing by performing actions in the Operator's registration form (putting the appropriate "check-box", "tick") associated with the registration of the Subject in the system for using the Operator's Service. The obligation to provide proof of obtaining the consent of the Personal Data Subject to the processing of his personal data or proof of the existence of the grounds specified in Federal Law-152 rests with the Operator.

6.2 The Operator assumes that the Subject provides reliable personal data and independently ensures the relevance of the information provided.

6.3 The operator has the right to check the provided personal data. If there are irremovable doubts about the reliability and / or relevance of the provided personal data, the Operator has the right to refuse the Subject access to the Operator's Service.

7. Rights of the subject of personal data

7.1 The subject of personal data has the right to receive information from the Operator regarding the processing of his personal data, if such right is not limited in accordance with federal law.

7.2 The subject of personal data has the right to demand from the Operator the clarification of his personal data, their blocking or destruction in cases provided for by contractual relations with the Operator, as well as in cases where personal data is incomplete, outdated, inaccurate, illegally obtained or not necessary for the stated purpose processing, as well as take legal measures to protect their rights.

In order to exercise the above rights, the subject sends to the Operator's email address (hidden) from the email address provided to the Operator as the Subject's address, a corresponding application, which must be processed by the Operator within the time period established by applicable law.

In case of changes in the mobile phone number (login) of the Subject, its replacement in the system is carried out exclusively upon a written application of the Subject, accepted by the authorized representative of the Operator upon presentation by the Subject of the personal data of the passport.

7.3 The processing of personal data in order to promote goods, works, services on the market by making direct contacts with a potential consumer using means of communication, as well as for the purposes of political campaigning is allowed only with the prior consent of the Personal Data Subject. The specified processing of personal data is recognized as being carried out without the prior consent of the Subject of personal data, unless the Operator proves that such consent has been obtained. The Operator is obliged to immediately stop, at the request of the Personal Data Subject, the processing of his personal data for the above purposes.

7.4 In accordance with the Policy, it is prohibited to make decisions based solely on automated processing of personal data that give rise to legal consequences in relation to the Personal Data Subject or otherwise affect his rights and legitimate interests, except as otherwise provided by federal law, or with the consent of the Personal Data Subject.

7.5 If the Personal Data Subject believes that the Operator is processing his personal data in violation of the requirements of Federal Law-152 or otherwise violates his rights and freedoms, the latter has the right to appeal against the actions or inaction of the Operator to the Authorized body for the protection of the rights of Personal Data Subjects or in court.

7.6 The subject of personal data has the right to protect his rights and legitimate interests, including compensation for losses and (or) compensation for moral damage in court.

7.7 The subject has the right to withdraw his consent to the processing of personal data at any time, for which he sends a written notification to the Operator to the e-mail address (hidden) from the email address provided to the Operator as the address of the subject. At the same time, the subject acknowledges that the corresponding notification will mean his will to terminate any contractual relationship with the Operator for using the Operator's Service from the moment the latter receives the corresponding notification. The risks of third parties accessing their own e-mail and performing legally significant actions on behalf of the subject of personal data are borne by the latter independently.

8. Privacy and security of personal data

8.1 The obligations of the Operator to ensure the confidentiality of personal data are paramount in the processing of the latter. The Operator undertakes not to disclose to third parties and not to distribute personal data without the consent of the Personal Data Subject, unless otherwise provided by federal law.

8.2 The security of Personal Data processed by the Operator is ensured by the implementation of legal, organizational and technical measures necessary to ensure the requirements of federal legislation in the field of personal data protection. To prevent unauthorized access to personal data, the Operator applies the following organizational and technical measures:

- appointment of officials responsible for organizing the processing and protection of personal data;
- limiting the composition of persons having access to personal data;
- familiarization of the Subjects with the requirements of federal legislation and regulatory documents of the Operator for the processing and protection of personal data;
- organization of accounting, storage and circulation of information carriers;
- identification of threats to the security of personal data during their processing, the formation of threat models based on them, including during automated data processing;
- development of a personal data protection system based on the threat model, including in automated data processing;
- verification of the readiness and effectiveness of the use of information security tools, including in automated data processing;
- differentiation of user access to information resources, personalization and accounting of access of the Operator's employees to software and hardware for information processing;

- registration and accounting of actions of users of personal data information systems;
- use of anti-virus tools and means of restoring the personal data protection system;
- application, where necessary, of firewalls, intrusion detection, security analysis and cryptographic information protection;
- organization of access control to the territory of the Operator, protection of premises with technical means for processing personal data.

8.3 The Operator's personnel having access to the personal data of the Subjects must have undergone individual training on working with personal data, familiarized with the legal regulation of the processing of personal data, the Operator's internal local acts, and committed to maintaining the confidentiality of this information.

8.4 The Operator is not responsible for the websites and software of third parties, to which the Subject can go through the links available when using the Operator's Service.

9. Final provisions

9.1 Other rights and obligations of the Operator, as an operator of personal data, are determined by federal legislation in the field of personal data. Officials of the Operator guilty of violating the rules governing the processing and protection of personal data bear material, disciplinary, administrative, civil or criminal liability in accordance with the procedure established by the current legislation and local acts of the Operator.

9.2 The fact of acceptance and consent to the Policy is the provision by the Subject of Consent to the processing of personal data on the basis of and in accordance with this document.

9.3 The Operator's policy regarding the processing of personal data comes into force from the moment it is posted in the OMNI Application. The Policy may be changed by the Operator at any time within the limits established by the current legislation of the Israel .The Subject independently monitors the changes in the Policy and, in case of disagreement with them, is obliged to stop using the Operator's Service and send a notice of termination of the User Agreement to the Operator's address. If the changes in the Policy require the signing of a new version of the Consent of the subject to the processing of personal data, the Operator reserves the right to request the specified Consent. In case of disagreement and / or inaction of the Subject, the Operator has the right to refuse to use the Service / terminate the User Agreement.

9.4 The Operator's policy may supplement the provisions regarding the processing of personal data contained in the User Agreement. In the event of a conflict between the provisions of the User Agreement and the Policy, the Policy shall apply.

9.5 Control over the implementation of the requirements of the Policy is carried out by the person responsible for organizing the processing of personal data in Omni LLC.

Privacy Policy

This privacy policy was developed by Omni LLC and defines the conditions for the transfer, collection, storage and processing of the user's personal information when using the Services. The Policy also applies to relations related to the rights and interests of third parties who are not Users of the Services, but whose rights and interests may be affected as a result of the actions of users.

This Policy is a legally binding agreement between you and OMNI, the subject of which is to ensure the safety of your personal information.

The User is obliged to fully familiarize himself with this policy before registering and starting to use the Services. The use of the Services means the full and unconditional acceptance by the User of this policy, as well as the fact that the User confirms his legal capacity and consents to the processing of his personal data (152-FZ "On Personal Data")

The protection of your personal data and your privacy is important to OMNI. Therefore, when you use the Services, OMNI protects and processes your Personal Information in strict accordance with applicable law.

The policy contains information to be disclosed in accordance with Part 1 of Art. 14 of the Federal Law "On Personal Data", and is a public document. Personal data

The User gives his consent to OMNI for the processing of Personal Data, including the transfer of such Personal Data to third parties, even when such transfer is carried out on the territory of other states (cross-border transfer). The User agrees to receive newsletters and promotional materials from OMNI, or from other persons on behalf of OMNI, to the email address and contact phone number specified by the User when registering in the Application

Payment information. When you use features of the Services (including when paying for goods or services), we may require you to provide certain payment information (such as bank account or card information) in order to process payments.

Purposes of using the information provided by the User

The information provided by the User is used by OMNI solely for the purposes of:

- fulfillment of obligations to the User and third parties under the Agreement; establishing and maintaining communication with the User;
- sending informational and other messages to the User's e-mail address;
- quality of service improvements and upgrades to the OMNI Application
- registration of the User and identification of the User in the Application;
- administration of justice, in the event that OMNI receives a relevant request from authorized bodies;
- compliance with the requirements of Israel legislation.

Measures taken to protect the information provided by the User and guarantee OMNI

OMNI takes the necessary and sufficient legal, organizational and technical measures to protect information provided by Users from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties with it, by restricting access to such information of other users of the Application, employees and partners of OMNI, third parties (with the exception of providing OMNI with the information necessary to fulfill obligations to the User and the requirements of Israel law), as well as imposing sanctions on such persons for violating the confidentiality regime in relation to such data. OMNI guarantees that the information provided by the Users is not combined with statistical data, is not provided to third parties and is not disclosed, except as provided in the Privacy Policy.

OMNI takes technical and organizational measures to provide the User with the opportunity to access the information provided by him and edit such information.

Rights OMNI

OMNI has the right to conduct statistical and other research based on depersonalized information provided by the User. OMNI may provide access to such studies to third parties. The user gives his consent to such research by accepting the Privacy Policy.

OMNI has the right to provide information about Users to law enforcement agencies or other government agencies as part of a lawsuit or as part of an investigation based on a court decision, an enforceable request or in cooperation, as well as in other cases provided for by Israel law.

OMNI has the right to provide information about Users to third parties in order to detect and stop fraudulent activities, to eliminate technical problems or security problems.

Measures taken to protect the information provided by the User and guarantee OMNI

OMNI takes the necessary and sufficient legal, organizational and technical measures to protect information provided by Users from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties with it, by restricting access to such information of other users of the Application, employees and partners of OMNI, third parties (with the exception of providing OMNI with the information necessary to fulfill obligations to the User and the requirements of Israel law), as well as imposing sanctions on such persons for violating the confidentiality regime in relation to such data.

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OMNI has the right to provide information about Users to third parties in order to detect and stop fraudulent activities, to eliminate technical problems or security problems.

User rights

The User can delete or change the information provided by the User at any time by performing the necessary actions on the Site, and in the absence of such an opportunity, by contacting OMNI at the e-mail address (hidden). At the same time, the User understands that OMNI has the right to continue using such information in cases permitted by Israel law.

Consent to receive newsletters and promotional materials may be revoked by the User at any time by sending a corresponding notice to OMNI in the same way.

New editions

OMNI reserves the right to make changes to the Privacy Policy. The User is obliged to familiarize himself with the text of the Privacy Policy each time he accesses the Application.

The new version of the Privacy Policy comes into force from the moment it is posted in the Application. Continued use of the Application after the publication of a new version of the Privacy Policy in the Application means acceptance of the Privacy Policy and its terms by the User.

In case of disagreement with the terms of the Privacy Policy, the User must not use the Application.

Elimination of contradictions

In the event that agreements between OMNI and the User contain provisions on the use of personal information and/or Personal Data, the provisions of the Privacy Policy and such agreements shall apply to the extent not inconsistent with the Privacy Policy.

Description

OMNI is an independent automated network of click and collect multifunctional devices. Combines the functions of a parcel locker and vending, providing the end customer with the opportunity to use the services of dry cleaning, food delivery, post office, shoe repair, etc.