

Mercantile – Privacy Policy

*****The policy below applies equally to every sex and gender*****

Under 18? The policy below may be slightly complicated. We recommend that you consult with a responsible adult before using the website and the app

Mercantile Discount Bank continues to improve and streamline the services it offers its customers.

The Bank's privacy policy is updated from time to time in order to adapt it to the products and services offered by the Bank and to the laws applicable thereto.

The privacy policy below (the **"Updated Policy"**) contains, *inter alia*, an added specification regarding automatic tools, through which the Bank collects information on its app and marketing website, as well as added reference to information received from the European Economic Area (EEA).

Below is the full version of the Updated Policy:

1. General

- 1.1. Mercantile Discount Bank Ltd. (the **"Bank"**) respects your privacy and the privacy of all of its customers and the users of its services (the **"User"** and/or **"Users"**), including the Users of the Bank's websites, the Bank's various apps and applets, and the persons using the services provided via the Bank's various telephone and digital channels (the **"Services"**).
- 1.2. The purpose of this privacy policy is to specify the information that is collected about you due to use of the Services, and to review the manner in which the Bank uses the information provided thereto and collected thereby incidentally to use of the Services. Please note that for specific Services and/or apps, different rules may apply, and a specific policy may be posted therefor with respect to use of the information collected on such app.
- 1.3. The terms and conditions of the privacy policy specified below constitute an integral part of the [terms of use](#). The Bank may, from time to time, modify the privacy policy or the terms of use, jointly or separately, to reflect technological, business, legal or regulatory changes. Updates regarding the privacy policy as aforesaid will be posted in this document, which will be available, in its updated format, on the Bank's websites and the app (the **"Bank's Websites"**). **Use of the Bank's Websites is subject to the current privacy policy thereon, and shall attest to your consent to the privacy policy as well as to changes thereto – therefore we recommend perusing the privacy policy from time to time.**
- 1.4. All of the definitions and terms in the privacy policy will bear the meaning thereof in the terms of use, unless the context otherwise requires.

2. Collection of information

- 2.1. Some of the Services that are provided require an agreement, signup and/or provision of personal information and additional information collected about you, either upon entry into the agreement or signup, or during the engagement period, such as your name, address, account details, contact details and e-mail address and any other information you provide to the Bank. Users are subject to a legal obligation to deliver to the Bank information, data and identification details for purposes of opening an account at Mercantile Bank or for receipt of certain services, *inter alia* by virtue of the provisions of the Non-Sufficient Funds Checks Law, 5741-1981, the Prohibition of Money Laundering Law, 5760-2000, the Counter-Terrorism Law, 5776-2016, the Combating Criminal Organizations Law, 5763-2003, the Credit Data Law, 5776-2016, the Payment Services Law, 5779-2019, the Control of Financial Services Law (Regulated Financial Services), 5776-2016 or the provisions of any other law. **It is clarified that there is no legal obligation to provide details; provision thereof is dependent only on your free will and consent.** However, without provision of the details required for opening the account or receiving Services offered by the Bank, it will not be possible to open an account at Mercantile Bank or to receive the Services offered thereby. Thus, for example, in order to access the customer portal, you need to identify yourself, *inter alia* through your User code and password, or alternatively, if set up by you on your device, by scanning a fingerprint, facial recognition or voice recognition (biometric) on the Telebank systems (“**Authentication**”). Without provision of these details, it is not possible to access the customer portal.

Information about you may be collected by the Bank or anyone on its behalf in the context of examination of your application to engage with the Bank and/or prior to your joining certain Services, including for purposes of checks in the context of the Bank’s anti-money laundering and combating the financing of terrorism (AML/CFT) obligations, including through third-party tools, and as specified, *inter alia*, in the privacy policy available at:

<https://www.refinitiv.com/en/products/world-check-kyc-screening/privacy-statement>

- 2.2. In addition, information that is received from third parties with respect to your assets at the Bank may be collected, including attachment orders, orders of investigative authorities, the Bank of Israel, etc., and contact details and other information that will help the Bank to find customers in the event of lost contact, from government ministries and information providers of the Bank.
- 2.3. Additional information about you may be collected in the context of use of the Services, for example: details of execution instructions, including money transfers, purchase and sale of securities, etc., communication with human representatives and with chatbots and vis-à-vis various Bank systems,

telephone and video calls (recordings), clips, surveys, images, questionnaires, documents that are digitally signed by you, location data and any and all other information relating to your use of the Services, including information provided by you in the context of an application to receive a financial information service and, per your request also use of non-bank services, including information received from such outside services in their interface with the Bank, and *inter alia* information about actions that were not completed in the context of the Services (such as filling out a form or stopping mid-process), information about the content of the service or completion of actions, information regarding clicking on banners, etc. (all of which, jointly, constitute part of the information provided). Information collected about you may also include details of actions and transactions with the Bank including through affiliates and information on transactions you carried out through third parties.

- 2.4. Information may also be collected by third parties and/or information will also be required to be retained at suppliers, which retain the information, process it or perform actions for the Bank or the customer. In addition, information may be collected by parties connected to the performance of actions, such as providers of financial services, for example credit companies, brokers for purposes of performance of actions in securities, and correspondent banks for purposes of performance of wire transfers, and by non-financial entities (such as providers of IT services and apps based on cloud infrastructure). Insofar as the Bank is lawfully obligated to do so, when information about you is collected by third parties in the EEA, and such information is forwarded to the Bank, it will be used by the Bank for the purposes specified in this policy, and subject to any exception prescribed by law, you may ask to review, revise or delete the information originating from the EEA.
- 2.5. All of the personal information that is provided and/or collected about you will be retained in the databases controlled by the Bank, and will be processed thereby and/or by persons on its behalf, including through 'cloud' services, in Israel and/or overseas. Use of the personal information will be in accordance with the purposes of these databases and the provisions of this policy and/or the specific policy of the service that you use. Insofar as the language of this policy is broader than the language of the relevant law, the Bank will use the information as specified in the relevant law.
- 2.6. When using the website, provide and/or update information that is correct, reliable and accurate, only on your own behalf and for yourself, and not on behalf of and/or for third parties, except in cases where you have been authorized to do so, explicitly and in writing.
- 2.7. **Cookies**

Please note that the Services may use various automated data collection tools such as sdk's, tags, beacons, pixels and similar tools, which are technologies that are transmitted to the device through which you browse, automatically

storing various data files thereon (collectively: “**Cookies**”) for purposes of their current and proper operation, retaining the data therein and the information provided, including collecting data about the use of the Services, making decisions about your account and/or your activity, verifying details and identification, preventing fraud and scams, improving the browsing experience, while tailoring the content and the Services to your personal preferences, specification of the products that suit you, tailoring advertisements relevant to you, also when you browse other websites, all for statistical, research, marketing and commercial purposes, and of course for purposes of information security.

- 2.8. Cookies, generally, are text files which the User’s browser or app generate according to a command from the Bank’s computers. Some of the Cookies will expire when the relevant app or browser are closed, and others are stored on the memory of your device or computer or sent to the Bank, including suppliers of the Bank and of yours, for purposes of provision of the Services, as specified above. The Bank or third parties that place the Cookies may, from time to time, access the information collected in the Cookies and such information may be retained in their servers. Deletion of the Cookies from the browser or from the memory of your device or computer will not delete information that was already transferred to the Bank or to third parties through the Cookies.
- 2.9. The Cookies contain and collect varied information such as the pages you visited, the amount of time you spent on a website, where you came to the website and/or page from, your IP address (including the geographic location derived therefrom), the characteristics of your device or computer, and information that you wish to see upon entering the website, etc. In addition, the Cookies may store also information regarding your browsing habits on other websites, including the websites you browsed, the pages on the websites/app, and any other action thereon. The information in the Bank’s Cookies is encrypted, and the Bank takes precautions to ensure that only the computers of the Bank or persons on its behalf are able to read and understand the information stored therein. However, it is clarified that in the case of Cookies generated or placed by third parties, the Bank has no control over the encrypting of the data stored therein or over the access to the information, or over the cross-referencing thereof with other information details, and such uses are subject to the privacy policy of such third parties. Therefore, if you do not wish for cookies placed by third parties to be stored on your device or computer, you must disable this option in the browser installed on them.

Examples of use of third-party cookies – for example cookies of Google, such as those placed while using Google Analytics, which help us tailor the browsing experience or usage to you, and to gain statistical insights with respect to all of the uses of the Services. Further information regarding these cookies may be found on Google’s website at:

<https://www.google.com/intl/en/policies/technologies/ads>

The Bank's use of Google Analytics is subject to the relevant privacy policy of Google, which is available in "How Google uses data when you use our partners' sites or apps", at:

<https://policies.google.com/technologies/partner-sites>

- 2.9.1 In addition, we use various analytics tools and advertising systems of Google, Facebook etc. as an internal tool to measure the characteristics of use of the app and website, to measure the effectiveness of advertising campaigns, and to choose target audiences for campaigns. Further information on these tools may be found, *inter alia*, in Facebook's cookies policy at:

<https://www.facebook.com/policies/cookies/>

- 2.9.2 The Bank's app and marketing website may use various cookie-based ad optimization tools that are embedded in the various pages. The cookie is a tool of such third parties and the information collected thereby is also subject to their privacy policy. The Bank has no control over such third parties' policy statements or the manner in which they implement them, including in cases of requests to disable cookies. The Bank uses, on the marketing website and app, various pixel-based ad optimization tools [cookies] of the following companies:

- 2.9.2.1 Facebook and Google – for details on such companies' cookies policy, and the options to control the information collected thereby, see the links noted in Section 2.9 and 2.9.1 above.

- 2.9.2.2 Outbrain – for Outbrain's privacy policy and use of information, see: <https://www.outbrain.com/legal/privacy#privacy-policy>

To disable Outbrain's use of information collected on browser cookies, visit <https://my.outbrain.com/recommendations-settings/home>, click "View my profile" and "Non-personalized recommendations".

- 2.9.2.3 Taboola – for Taboola's privacy policy and use of information, see: <https://www.taboola.com/policies/privacy-policy#users>.

To disable Taboola's use of the information collected on browser cookies, visit:

<https://www.taboola.com/policies/privacy-policy#user-choices-and-opting-out>

- 2.9.2.4 Appsflyer - for Appsflyer's privacy policy and use of information, see: <https://www.appsflyer.com/legal/services-privacy-policy/>

The Bank may also use ad personalization services provided by the Google Signals tool for Google users who have enabled the Google Ads Personalization option in their account, for the purpose of ad performance measurement services. For this service, the Bank may share information about you with the provider, such as an e-mail address or phone number, which will be used to identify you and tailor the ads you may see. Details about Google's cookies policy and options for controlling the information collected thereby is available at the link provided in Section 2.9 above.

The Bank also uses ad optimization tools based on cookies of a third party, Appsflyer, in the customer portal of account holders on the website and the app. Use of Appsflyer tools in the customer portal will be subject to such use being made solely through tools which, according to the agreement between them and the Bank, process the information as service providers of the Bank for its purposes only, and do not retain or use the information for other purposes. Details regarding Appsflyer's cookies policy and options for controlling the information collected thereby is available at the links provided above.

- 2.10. In cases where a cookie is stored locally on your device, if you do not wish to allow the storage of such cookies, you can prevent this by changing the settings in your browser. For this purpose, you can refer to your browser's help file. However, it is important to remember that disabling cookies may prevent you from using some of the Services and features on the website, and that deleting existing cookies does not affect information that has already been stored in cookies by the Bank or third parties.

3. Access and use of information

- 3.1. For the performance of certain actions, you may be requested to authorize access to certain services in your device, whether from the computer, the mobile telephone or any other end device. These authorizations include, but are not limited to:
- **Access to camera** – to open an account, photograph checks for deposit via the app or transfer other documents via the app to the Bank.
 - **Access to location services** – for the Bank to be able to inform you about the branches and the ATMs close to you, or to inform you of offers that are relevant to your location.
 - **Access to the contact list** – to allow the performance of money transfers and the giving of approvals for withdrawal of cash to your contacts.

- **Access to the photo gallery** – to save a screenshot of the confirmation when performing transactions and save a check image on your device.
- **Access to push notification services** – to receive push notifications on a variety of actions in the account and on various Services in which you may have an interest.
- **Access to device identity/identification data** – to create a unique identifier for sign up to various Services, identification and verification – for **maximum protection of the User's privacy**.
- **Access to your calendar** – to create reminders.
- **Access to microphone** – to record a beneficiaries' declaration in the account opening process.
- **Access to call log** – for a caller ID service – identification of the Bank's number for incoming calls from the Bank and presentation of a notification of a missed call from the Bank.

You are not obligated to approve these services, and you may also deny access thereto via your device, but such denial of access will lead to your being unable to receive all of the Services.

- 3.2. The Bank may make use of information for the making of decisions with regards to you or others, including in relation to a request to engage with the Bank, generally or in the context of a specific service, *inter alia* on issues of fraud prevention, detection of fraud and/or other illegal activity, security of the Services, operating purposes, risk assessment and management, making business decisions, making contact with you, etc.
- 3.3. In addition, the information will be used in order to improve, enrich or modify the Services and the content offered in the framework thereof, in order to streamline and manage the relationship with you and in order to conduct surveys regarding Services that are offered by the Bank, persons on its behalf and/or by third parties with which the Bank has an agreement.
- 3.4. The Bank may use, process, improve and enrich the said information including by use of advanced technological tools, building of models for prediction, optimization and integration of advanced capabilities such as systems based on algorithms, AI, machine learning and language analysis, for purposes of management, improvement of work processes and streamlining, improvement of service and customer experience, tailoring, advertising and marketing of Services and products of the Bank, affiliates thereof or its business partners, offering complementary services such as financial assistance or advisory services, *inter alia* by creating a profile of you, that may be based on various sources, including by making marketing offers tailored to you, and using statistical data, which do not identify you personally, for the

purposes listed above, such as research and drawing conclusions about the use of the Services and/or the Users thereof.

- 3.5. The Bank may send you messages and notifications by various methods, and *inter alia* via e-mail, SMS or push notifications, to your device, such as messages containing identification codes to access the website and/or the app, or password reset, or various messages including in relation to your actions, confirmation of execution of actions or execution instructions and various uses of Services.
- 3.6. In the context of the Bank's Services, various advertisements and/or links may appear to external websites and/or apps. Clicking the link will be your choice and your responsibility only. It is clarified that clicking takes you out of the Bank's Services and directs you to an external website and/or app, and you will be subject to the terms and conditions thereof, including its privacy policy. From such stage, the Bank will have no control over what is done with your information, and therefore will bear no responsibility in relation thereto.

In addition, the Bank will be entitled to approach you, including by sending promotional mailings, and offer you promotions, benefits and special offers, including those tailored to you personally, in connection with its products and Services, via e-mail, SMS, telephone and other means, based on your details and the information about you held thereby. You may request to have your details removed from the marketing mailing list by clicking the "Unsubscribe" link which appears in every message, or by sending your I.D. number in an e-mail stating "Removal Request" in the subject line to: Removeme@mdb.co.il. Please do not send other personal details via e-mail.

4. **Delivery of information to a third party**

- 4.1. The Bank may transfer information about you to third parties, from time to time, and *inter alia* outside of the State of Israel, including to the U.S., in several cases, as shall be specified below, *inter alia*: for opening and maintaining an account, advertising the Bank's Services, checking customer satisfaction and streamlining the service, maintaining the Bank's business contacts, fulfillment of judicial orders and legal provisions and protection of the interests of the Bank and its customers as specified below and/or in any other case where the Bank wishes to transfer the information:
 - 4.1.1. Upon your request and/or with your explicit consent, including in accordance with your request to link features of the website or the app to websites or apps of third parties, and for purposes of receipt of information from the Bank and giving instructions to the Bank via the communication channels, which involve the transfer of information to cellular or internet service providers, which shall be used by the Bank and the customers for purposes of transferring or receiving the information;

4.1.2. Where required for examination of your application to open an account or to join a certain service, including to the managers of outside databases, through which checks are made opposite AML/CFT lists;

4.1.3. In activity vis-à-vis third parties and/or in the context of the Bank's engagement therewith, *inter alia* for purposes of managing your account and operating the Services, completing the actions requested by you in an ongoing manner, security and improving the service (including carrying out service surveys and correspondence with a banker), connection to such parties and signing up for a third-party service, including through a cloud services provider;

In this context, the Bank expects to be required to provide information to suppliers which provide a platform for the provision of a service or assist in its operation or in giving the customer access thereto, and to parties involved in the payment services, including other banks, credit card companies or issuers of other payment means, clearers, aggregators and payment service providers, or beneficiaries of payments. Please note that such third parties may also use additional service providers to deliver the service;

4.1.4. In the framework of its operations vis-à-vis firms with which it has commercial relations, for the purpose of the declared and legally-permitted uses, in order to supply services, including risk management of subsidiaries such as Mercantile Hanpakot Ltd. and Marbit Insurance Agency (1996) Ltd.

4.1.5. For the purpose of sending marketing, advertising and other materials. Please note that such third parties may hold additional information about you that was received with your separate consent and irrespective of the Services provided by the Bank, and the Bank is unable to control actions performed by such third parties with your information based on your relationship with such third parties;

4.1.6. For the purpose of operating advertising services with third parties – interactive advertising firms. The Bank may transfer the information collected about you to these firms, which will use it in order to tailor to you and to others designated marketing and advertising offers on the Bank's website and app and on other websites and apps on the internet, all in accordance with the privacy policy of such third parties;

4.1.7. In any case where you breach the terms of use, including the terms and conditions of the privacy policy and/or in cases where actions are performed which are contrary to the terms of use, including the privacy policy, by you and/or through anyone on your behalf, through and/or in connection with the Services, and including a breach of the provisions of any law;

- 4.1.8. To any person, corporation, body, authority and government, public, private or other entity pursuant to any provision of law, in or outside of Israel, which mandates or imposes on the Bank an obligation to do so, or for purposes of control and management of risks and any transfer of information that is required for the purposes of fulfillment of the Bank's AML/CFT obligations;
- 4.1.9. For purposes of investigating claims and conducting a statutory and/or legal dispute and/or proceeding between you and/or anyone on your behalf and the Bank and/or anyone on its behalf, including third parties who are business affiliates thereof or counterparties to an action you performed;
- 4.1.10. In any case where the Bank believes that provision of the information is necessary in order to prevent grave damage to the Bank and/or to the property and/or body of the Users and/or of third parties, or to prevent other grave damage, at its sole discretion;
- 4.1.11. In any case where the Bank shall have transferred and/or assigned to a third party its activity and/or its rights and/or obligations to you, provided that such third parties assume the provisions specified in this privacy policy.
- 4.2. The Bank may deliver statistical information to third parties, including advertisers, subject to the terms and conditions of this privacy policy. Statistical information that is provided to third parties shall not identify you personally.
- 4.3. The aforesaid does not derogate from the Bank's right to transfer to third parties non-personal information which does not identify you by name and/or identification details directly.

5. **Information security**

The Bank does everything in its power to protect the confidentiality of the data provided by you, while taking standard precautions and using advanced security technologies. The Bank dedicates resources and takes strict measures to prevent penetration of the platforms that provide the Services, and to prevent a potential violation of the Users' privacy, but cannot guarantee that there will be no disruption of its Services, all as specified in the [Bank's Information Security](#) section on the Bank's website.

6. **Contact on privacy issues**

According to the Protection of Privacy Law, 5741-1981, you or anyone on your behalf may inspect the personal information about you that is in the Bank's databases, and also request that the Bank revise such information if it is incorrect, incomplete, unclear or outdated. You may exercise this right and contact the Bank's Privacy Protection

Officer with any question and/or clarification with respect to this policy at:
privacy@mdb.co.il.

Document version 1.6

Date of last update: 28 July 2025