

Terms & Conditions

Welcome to the websites of the Gindi Holdings Group (including its subsidiaries and related companies or any other corporation that forms part of Gindi Holdings Group – hereinafter: the “**Company**”).

The access and use of this website are subject to the terms set forth below and to the Company's Privacy Policy, available to you via the [following link](#) (hereinafter: the “Terms of Use”). The following Terms of Use govern the relationship between the Company and any person who uses and/or view and/or the Website and the Information contained thereon, they constitute a binding contract between you and the Company, and will constitute the legal basis for any discussion between you and the Company.

Please be sure to review these Terms of Use and the Company's Privacy Policy as your mere use of and activity on the Website constitute your agreement to the Terms of Use, without any restrictions or reservations. If you do not agree to the Terms of Use, you are hereby requested not to make any use of the Website.

Words below importing the singular and masculine shall include both the feminine and masculine genders. Chapter headings are solely intended for convenience and will not be used to interpret the Terms & Conditions.

1. Definitions

- 1.1. “Website”: the websites at the following addresses: gindi-global.com, gindiupperhouse.co.il ,gindihdiur.co.il ,gindi-bamoshava.co.il ,gindih.co.il, gindi-ramotefal.co.il ,gindi-yahud.co.il ,gindihaifa.co.il, gindisigaliot.co.il samuel.co.il, which are owned by the Company (and/or related corporations) and/or any website under a domain name purchased by the Company, insofar as there are no specific Terms & Conditions on it.
- 1.2. “**User**”: any person using and/or viewing the Website and/or the Information contained thereon.
- 1.3. “**Terms & Conditions**” or “**These Terms & Conditions**”: the provisions of this document, which govern the use of the Website by Users.

2. Information - General

- 2.1. The Website may contain, inter alia, information about the Company, the Company's projects, the Company's customer club (including a digital subscription form that allows Users to sign up for the Company's customer club). In addition, the Website may display videos, photos, articles and various contents and posts about special sales and benefits, whether on behalf of the Company or contents that pertain to business collaborations with third parties; contact information of the Company and its “tenants service” and more.
- 2.2. The Information appearing on the Website is offered as-is. While the Company intends the Information to be accurate, the Information may be incomplete or out of date, it may contain typos or other technical errors, and the Company is therefore not liable for inaccuracies, out-of-date information, or errors and omissions in relation to this information, and the User will have no claim in this regard.
- 2.3. Images, drawings, plans, charts, designs and various simulations presented

on the Website are intended for illustrative purposes only (unless stated otherwise), and there may be differences between any of the above as it appears on the Website and their actual form. With respect to drawings/designs and charts on the Website: the only binding sale plans shall be those attached to the sales agreement to be signed between the buyer and the selling company, and all subject to the provisions of the sales agreement.

3. Prospective apartment buyers and the Company's customer club (hereinafter: the "Customers Club")

3.1. Signing up for the Customers Club and messages to Customers Club members and/or prospective apartment buyers:

3.1.1. A User who wishes to buy an apartment and/or a User who wishes to sign up for the Customers Club will be required to fill out the registration form that's intended for prospective apartment buyers and/or the Club Registration Form, as the case may be. The registration process must be carried out accurately by means of an electronic registration form that's found on the Company's website (or by means of a manually filled out registration form) (hereinafter: the "**Registration Form**").

3.1.2. On the Registration Form, the User will be required to enter their personal details, including full name, full address, telephone number and e-mail address. These details will be stored in the Company's database in accordance with the provisions of the Privacy Protection Law, 5741-1981 (hereinafter: the "**Privacy Protection Law**", the "**Database**"). By disclosing such personal information, you give your consent to this information's inclusion in the Database and the Company's use thereof in accordance with the Terms of Use and subject to the provisions of the Privacy Protection Law.

3.1.3. The details of Club Members and/or prospective apartment buyers may be used by the Company for the purpose of sending advertisements via e-mail, TEXT messages, WhatsApp, Telegram, telemarketing, facsimile, mail, voice broadcasting, etc. **The Club member agrees by signing up for the Club to receive these advertisements and messages from the Company from time to time (Hereinafter: "Messages").**

3.1.4. The member is aware that the Messages may include advertisements from third parties that are not necessarily the Company, and he agrees to receive these advertisements as part of the Messages.

3.1.5. The Club member may contact the Company at any time by sending an e-mail to: gindi@gindih.co.il and informing it that he refuses to receive Messages.

3.2. A member of the Company's Customer Club who complies with These Terms & Conditions and the guidelines found on the Website that deal with Customers Club membership may receive special benefits and discounts, which will be provided from time to time by the Company at its sole discretion, and will be published on the Website and/or by any other means.

3.3. The Club member is aware that the Company and/or any representative thereof is not obligated to grant the Club member any certain benefit and/or discount – at its sole discretion and for any reason whatsoever (including cases where it granted such a benefit to other Club members) – and that the discounts

and/or benefits granted to Club members are temporary and may change from time to time at the Company's sole discretion. The Club member is also aware that the Company and/or any representative thereof does not undertake to grant him a discount of any particular minimum value and/or any discount and/or benefit.

3.4. The Company will not be held liable for any matter related directly and/or indirectly to the benefit and/or discount to which the Club member will be entitled from time to time, the manner in which it is used and/or its quality and/or suitability for the Club member's needs and/or the time of its supply and/or any other matter related to the benefit/discount. The Company will not be liable for any damage and/or loss and/or expense incurred by the Club member (and/or anyone acting on his behalf), directly and/or indirectly, in connection with receiving the benefit and/or discount and/or the use of it and/or its delivery, and the Club member waives any demand and/or claim and/or suit against the Company and/or any representative thereof in connection therewith.

3.5. **Cancellation of Club Memberships**

3.5.1. Each Club member may request his removal from the Customers Club at any time by sending an e-mail to: gindi@gindh.co.il.

3.5.2. A member's removal from the Customers Club entails the complete and immediate waiver of any right and/or benefit and/or discount granted to him and/or due to him in connection with his Club membership prior to removal by the Company and/or any third parties and/or any representative thereof.

3.6. In addition, the Company reserves the right to terminate and/or restrict the Club membership of any Club member, temporarily and/or permanently, at its sole and absolute discretion. The Company may make exercise its aforementioned right, including but not limited to cases of potential abuse of Club membership and/or technical issues and/or human error and/or changes in the Company's policies and/or for any reason whatsoever, and the Club member hereby waives any claim and/or demand and/or suit against the Company and/or any of its managers and/or any of its owners and/or any representative thereof in connection therewith.

4. **Privacy & Databases**

4.1. Users who provide their details via "Contact Us" and/or "Representative" and/or "Registration" and/or "Enter your Information" boxes on the Website (including club Members) hereby consent to their details being included in the Company's customer database in accordance with the Privacy Protection Law (hereinafter: "**Customer Database**"). The Customer Database is used by the Company for communication purposes (including via telephone), to send Messages (subject to the User's consent as described in These Terms & Conditions), for monitoring purposes,, etc.

4.2. In this context, see the provisions of the Company's Privacy Policy, which form part of the Terms of Use.

5. **Copyright**

5.1. The Website and the content thereof, including the design of the Website, drawings, diagrams, illustrations, photographs, photos, videos, etc. (hereinafter: "the **Information**"), are protected by copyright laws. The

Information is the property of the Company or of third parties who permitted the Company to publish the copyrighted information found on the Website. The User warrants that he will not make changes, process, edit, copy, publish, publicly display, reproduce, make available to the public, sell or rent any part of the Information or permit others to take any such action or assist others in doing so without the express written consent of the Company. The above includes not collecting data from the Website by means of robots ,crawlers, etc., and not publicly and commercially disseminating such data or in any commercial framework. The Website may not be displayed by means of different designs or graphic interfaces that are not those designed by the Company, other than with the Company's prior written consent.

5.2. The name "Gindi Holdings", the Company's trademarks (whether registered or not), the domain name of the Website, the trademarks on the Website (whether registered or not) - are all the exclusive property of the Company. No action shall be taken that may derogate from the property rights to the trademarks, and no use shall be made of them without first obtaining the express consent of the Company in advance and in writing.

5.3. To the extent that the Website contains trademarks, images and data that were provided for advertising or publication purposes by companies offering products and services in relation to the Website, these trademarks and that information shall be the property of those companies and should not be used without their consent.

6. Electronic Links

6.1. This Website may include electronic links to websites that are not operated by the Company. These links are for solely intended for your convenience. The Company has no control over these websites and is not liable for the content appearing on them. The inclusion of links to other sites does not indicate any support for the content of those sites, or any other connection to those sites or their operators. The Company does not guarantee the correctness of the links or that these links lead to sites to which any electronic "pointer" purports to link. The Company may – at its sole discretion – remove any link from the Website and/or add other links.

7. User Obligations

The User undertakes to use the Website in good faith and in accordance with the provisions of these Terms of Use. Without derogating from the aforesaid, subject to applicable law and in accordance with the instructions of the Company and/any representative thereof, the User hereby warrants and represents by visiting the Website that it will refrain from causing any damage to the Company and/or any third parties

by means of the Website. The mere entry and use of the Website and the User's activity attest to the User's consent and commitment to act or refrain from acting as follows:

7.1. By entering the Website, the User agrees to all the provisions of These Terms & Conditions above and below.

7.2. The User undertakes not to upload, retrieve, transmit, distribute, publish information or other material that may restrict or prevent others from using the Website and/or that may help infringe upon any property rights, privacy protection rights and/or any other proprietary rights.

- 7.3. The User undertakes not to upload, retrieve, transmit, distribute, publish information or other material, including advertisements, without the prior written permission of the Company.
- 7.4. The User undertakes not to make any commercial use of the Information. The right to use the Information is intended solely for the personal and private use of the User. No commercial use may be made of the Information for profit and the User may not permit any third parties to make such, whether in exchange for payment or otherwise. It is hereby clarified that no use may be made of any information published on the Website for the purpose of presenting it on the Internet and/or any other service, without obtaining the Company's prior written consent and subject to the terms of this consent, if given.
- 7.5. The User undertakes not to make changes and/or interfere in any way with the source code of the Website and/or the Information and undertakes not to upload any software or applications that may harm or cause damage to the Company and/or any third parties and/or disrupt the activity of the Website.
- 7.6. The User undertakes not to use the Website in a manner inconsistent with applicable law and/or that is not agreed upon and/or that constitutes the forgery, alteration or deletion of information.
- 7.7. The User agrees to indemnify and compensate the Company for any direct and/or indirect damage and for any expense incurred by it in connection with a claim and/or demand arising from a violation of the provisions of These Terms & Conditions committed by him.
- 7.8. The User agrees that, without prejudice to any other right of the Company, in cases where the Company is concerned that the User's use of the Website does not comply with the provisions of These Terms & Conditions and/or the provisions of applicable law, the Company will be entitled to prevent the User from accessing the Website, to trace the User's use, and/or present the User's conduct to third parties that will prove, to Company's satisfaction, that damage was caused to them by the User's conduct on the Website, and take any other action to protect its property and/or rights.

8. Warranty

- 8.1. The Information and services offered on the Website are provided to the Users as-is. **The User is solely responsible for the Use of the Website.** The User represents and certifies that the Company and/or any representative thereof shall not be liable for any damage (direct and/or indirect) incurred by the User and/or any third party as a result of the User's use of the Website, and shall not be liable for any indirect, consequential or special damage, including loss of income and/or prevention of profit caused by any reason whatsoever in connection with the use and/or viewing of the Website.
- 8.2. The Company does not guarantee that the Website will be available at all times and that the activity and/or integrity of the Website will not be disrupted and/or conducted without disruptions and/or errors, breakdowns and failures. The Company shall not be liable for such disruptions and for any inconsistency with respect to the quality, nature, or scope of the Information (including its transfer) and/or direct, consequential or other loss or damage sustained by the User or any third party in connection with such disruptions and/or in connection with the discontinuation of certain services on the Website for any reason whatsoever. In addition, the Company shall not be liable in any way for malfunctions and/or disruptions in the global Internet network and/or

telecommunication lines and/or international communication lines that enable access to the Internet.

8.3. The Company is not liable for any error or omission in the content of the Website.

8.4. The Company is not liable for any damage, including damage caused by viruses or various software programs, caused to the User's computer or any other property of the User, and caused by the access to or use of the Website, including information downloaded from the Website.

8.5. The Company shall not be liable for the content published through the links found on the Website and that lead to other sites. The Company does not warrant that any links will lead to an active website and is not liable for the websites to which these links lead and the information contained thereon. Therefore, the User will be solely responsible for any reliance on said information.

8.6. The User is aware of the Internet's limitations with respect to data security and releases the Company from any liability in this regard. In this context, the Company will not be held liable for the disclosure of information provided by a User in the event of any illegal access to the Website's computer systems.

9. Termination of Site Activities

At any time, the Company may cease to operate the Website, whether for a fixed period of time or permanently, without prior notice and without obtaining the User's consent.

10. Miscellaneous

10.1. The Company reserves the right to remove, correct, add or modify any part of the Information found on the Website by updating the Website from time to time. The User shall have no claim against the Company in respect of changes to the Information on the Website. By nature, such changes may involve malfunctions and disruptions and the User will have no claim, lawsuit or demand against the Company on account of such changes or malfunctions that will occur as a result of their implementation.

10.2. The Company reserves the right to amend, add to, or modify These Terms & Conditions by updating this page from time to time. Any changes to These Terms and Conditions will take effect immediately upon its publication on the Website.

10.3. The User agrees that the transmission of information to or from the Website does not create any relationship between him and the Company, or any relationship that exceed what is stated in These Terms & Conditions.

10.4. Activities on the Website and any legal grounds arising from the use of the Website, including the validity and interpretation of These Terms & Conditions (and the terms of the Company's Privacy Policy) will be subject solely to Israeli law, and the exclusive jurisdiction over any dispute relating to this Website and its use is entrusted to the competent courts in Tel Aviv-Yafo.

10.5. The Company's computer records that pertain to the activities on the Website shall constitute prima facie evidence thereof.

10.6. Should it be decided that any provision in These Terms & Conditions is

invalid or unenforceable (including in accordance with the Standard Form Contracts Law, 5733 - 1982), those sections that were invalidated or deemed unenforceable will be regarded as having been replaced by valid and enforceable sections, the content of which conforms to the greatest extent possible to the intent of the original sections and the remaining sections of These Terms & Conditions shall remain in force.

11. Contact us

Technical support, explanations about the Website and its services and questions can be sent via email to: gindi@gindih.co.il or by way of registered mail to the Company's address: Azrieli (Round Tower), 34th floor, Tel Aviv 6701101 . Messages sent to you by the Company with respect to the Website and These Terms & Conditions shall be sent via the email address you provided when you signed up for the Website, through the Website, or via registered/regular mail to your address.

Date of last update: 28/05/2023

Privacy Policy and Confidentiality of User Information

Gindi Holdings Group (hereinafter: "the Company") respects the privacy of Website Users and/or users of other websites operated by it alone or with others, and, for this reason, it has decided to publish a policy that governs the protection of user privacy, and it undertakes to comply with that policy.

The purpose of the policy is to explain the Company's practices in relation to the protection of user privacy for Website Users and the manner in which the Company uses the Information provided to it by Users or collected by it whenever the Website is used.

The use of the Website and any of the services offered thereon attest to your consent to the Company's privacy policy set forth herein, and constitute your consent to the provisions of this document. **Therefore, if you do not agree to any of the terms of this document, you are hereby requested not to use and/or view the Website.** The provisions of this document supplement those of the Website's Terms & Conditions, form an integral part thereof, and shall be interpreted jointly.

1. The Information entered into the Website and/or collected in its framework

1.1. Your information is collected while you use the Website. Some of the Information identifies you personally,

e.g., your name, email address, phone number, payment methods and other personal information. You knowingly and willingly disclose this Information when you sign up for Website services (hereinafter: "**Personal Information**"). It should be clarified if Personal Information is required when signing up for Website services, the Company will only ask you for the information it needs to provide the services requested by you. Therefore, with respect to certain services, you will be asked to add and provide the information needed due to the nature of your requested service.

1.2. While you are not obligated to provide the Company with your personal details, the Company cannot enable you to use some or all of the services offered on the Website before it obtains this information from you.

1.3. We also store statistical and aggregative information about your use of the Website, e.g., pages you viewed, offers and services that interested you, the IP from which you access the Website, etc. The information also pertains to other Users of the Website, and, as a rule, it does not include

personal identification.

1.4. These details and details about your activity on the Website will be fully or partially stored in the
the Company's Database.

2. Company Database

2.1. Pursuant to the Privacy Protection Law, 5741-1981 (hereinafter: "the **Privacy Law**"), the Company maintains of a registered database (database number: 600001758).

2.2. By providing personal information you agree to the personal information's inclusion in the Company's Database and that to the Company being allowed to make use of it in accordance with the Website's Terms & Conditions and the provisions of this document, subject to the provisions of the Privacy Law.

2.3. You may review your Information that is stored in the Database in accordance with the provisions of the Privacy Law and the Company undertakes to comply with the provisions of the aforementioned law.

3. Use of the Information disclosed to us by you and the Information collected on the basis of your use of the Website

3.1. As stated, while you use the Website, the Company may collect information about you and the manner in which you use the Website.

3.2. **Use of collected data and information will only be made in accordance with this Privacy Policy or The provisions of applicable law, and for the following purposes:**

3.2.1. Improving the services and content offered on the Website, creating new services or content that meet the Users' requirements or removing currently available services or content, and analyzing the use made of the Website. The Information that will be used by the Company for this purpose will consist mostly of statistical data that do not identify you personally.

3.2.2. Tailoring the Website's content to your interests and improving the Website site according to your preferences.

3.2.3. Advertisements displayed by the Company by means of such objects as COOKIES on other webpages you visit, including social networks. It should be clarified that the Information collected to display such advertisements does not identify you personally, but only tailors the advertisements presented to you to the topics that may be of interest to you.

3.2.4. Sending messages via email and/or via TEXT MESSAGE and/or WhatsApp and/or Telegram (and/or any other media), to (a) contact you for administrative purposes, e.g., customer care; we may also record our communications, inter alia to help resolve issues you may encounter (b) to inform you of Website changes or improvements (c) to send you marketing and advertising information, either about the Company or third parties, including advertisers, and information about events and activities, special offers, discounts and benefits, etc. It is hereby clarified that the delivery of advertisements is subject to your consent in accordance with the provisions of Section 4 below and the provisions of the Terms & Conditions. In addition, you may contact us at all times and ask us to stop sending you this information via the links found in the messages sent to

you and/or by contacting the Company in writing / via telephone.

3.2.5. The normal operation and development of the Website or sites that will be created by the Company in the future.

3.2.6. Any other purpose as described in this document or in the Website's Terms & Conditions.

4. Messages

4.1. The provisions of this chapter are in addition to the provisions of the Company's Terms & Conditions that govern the delivery of Messages.

4.2. The Company may send you – from time to time and via e-mail and/or TEXT MESSAGE and/or

WhatsApp and/or Telegram and/or any other media – information about its services and/or those provided by third parties, marketing and advertising information, including professional materials, updates, reports and other messages and offers based on the information found in its Database.

4.3. This information will be sent to you if you have given your consent, including at the time of signing up for the Website or at any other time, and as long as you have not revoked this consent, and/or to the extent permitted by law, including the provisions of the Communications Law (Telecommunications and Broadcasts) (Amendment No. 40), 5768-2008 (the "Spam Law").

4.4. The Company does not provide direct messaging services to others and will not send your details to third parties for the purpose of sending direct messages unless you consented to this. However, the Company may use your details to send marketing offers on behalf of third parties, provided that your details are not provided to said third parties without your consent. In addition, the Company may use the assistance of service providers, and in that framework, may send them certain information subject to its privacy commitment.

5. Disclosure of information to third parties

The Company does not share personal information and information collected about your activities on the Website (to the extent that this information identifies you personally) and will not send this information to third parties **except in the following cases:**

5.1. The Company has obtained your consent. In this regard, "consent" means informed consent, be it express or implied.

5.2. The Company participates in the content-related activities of third parties or in the activities of both the Company and a third party that are shown on the Website. In these cases, the relevant third party will be provided with the information it needs to oversee the relevant activity and to communicate with you.

5.3. We may enable you to share the activities you engage in on the Website through such devices and features as the "SHARE" and "like" features with your friends on social networks, such as FACEBOOK and others. We will not provide personal information to such social networks, but please note that they may cross-reference the above information with the information in their possession through your social network profile. Any such act of sharing information is subject to the relevant social network's terms of use.

5.4. The Website may include links to websites and services that are provided by third parties. Any personally identifiable information you provide on the

third party's sites or services is provided directly to the third party and is subject to its own security and privacy policies. We are not liable for the content or privacy and security practices and policies of those sites that were linked or accessed through the Website. We encourage you to learn about the privacy and security policies of these third parties before you provide them with information about you.

5.5. For Website maintenance purposes, we may collaborate with service providers to provide the Website with development, regular maintenance, and other services. To the extent required by these suppliers to fulfill their contractual obligations towards us, they will be given access to this personal information, in whole or in part, subject to the terms of the Company's Privacy Policy.

5.6. For statistical purposes, we provide personal information to organizations or companies that we trust to process the Information for us in accordance with our instructions and in a manner consistent with our Privacy Policy. As a rule, information transferred for statistical purposes does not include identifying information that is expected to enable the third party to identify you.

5.7. For legal reasons:

5.7.1. If the Company is served a judicial order to provide your details or information about you to a third party.

5.7.2. If required in the Company's opinion for the purposes of and/or as part of any dispute, claim, lawsuit, demand or legal proceedings, if any, between you or a third party and the Company.

5.7.3. In the event that you breach or attempt to breach the Website's Terms of Use or the terms of any of the services offered by the Company, or commit – directly or through others – ostensibly illegal acts, the Company may disclose the Information to any competent agency.

5.7.4. In the event that the Company believes that providing the Information is reasonably necessary to prevent damage to you, your property, a third party or to its property, or to the Company.

5.7.5. If it is permitted and/or obligatory under applicable law to disclose this information.

5.8. If the Company organizes the Website's activity in the framework of another corporation and in the event that it uses the services of an operating company or a trust company or merges with another entity or the Website's operations with a third party's (hereinafter: "the Additional Corporation"), it may furnish the Additional Corporation with the Information collected about you or any statistical information collected by it, provided that the new corporation to which the Information is provided accepts the provisions of this Privacy Policy.

6. Third Party Advertisements

6.1. The Company permits or may permit third parties to oversee the process of displaying advertisements on the Website and/or assist in its oversight, and it uses or may use the systems of other companies to manage the Website's advertisements.

6.2. To manage these advertisements, these companies may place various objects such as COOKIES and web beacons on your computer IN the Website's ads or pages. Beacons are small graphic files with a unique identifier embedded in the Website's pages, and they help collect information about the Website's use. The collected Information does not identify you personally, but only serves to tailor the advertisements you

see to topics that may be of interest to you. The use that these companies make of Cookies and web beacons is subject to the priv policies of those companies only, and you may review those privacy policies on their websites.

7. Data Security

- 7.1.** The Company dedicates resources and takes conventional precautions to prevent unauthorized access to the Website and prevent any possible invasion of the Users' privacy. However, we cannot guarantee the safety of all of the information you provide to us and/or that is stored on the Website. We also cannot guarantee that this information will not be seized, detected, changed or destroyed as a result of a security breach.
- 7.2.** You know, certify and agree that the Company will not be liable for any indirect or direct damage caused to you and/any of your representatives in the event that Information is lost or disclosed or if any unauthorized use is made of it, and you hereby certify and agree that you will have no claim and/or demand and/or suit against the Company and/or any representative thereof under these circumstances and on account of any damage caused to you, if caused, by the above.
- 7.3.** Should we become aware of any breach of our security systems, we may attempt to inform via the email address you provided to us or otherwise so that you could take appropriate security measures.

8. Changes to the Privacy Policy

Our Privacy Policy may change from time to time at our sole discretion.

If we were to change our Privacy Policy, we will update the Website and specify the date of the last update.

We encourage you to review this page from time to time to stay informed of any changes to our Privacy Policy. If you do not agree to the provisions of our Privacy Policy, you are hereby requested not to use the Website.

9. Contact us

If you have any question or issue related to the Website's Privacy Policy, you may send your inquiries to us at: gindi@gindh.co.il , or a letter via registered mail: Azrieli (Round Tower), 34th floor, Tel Aviv. The Company will endeavor to respond to your request within a reasonable amount of time.

Date of last update: 28/05/2023