

Terms and Conditions

GEEV.CO.IL and/or GOGEEV.COM (hereinafter referred to as the “Platform”) is operated and owned by ReSight. (the “Company”).

By visiting the Platform and/or using the Services (as defined below), whether through the Platform or the phone support service and/or any other auxiliary service of the Platform, as available from time to time (the “Auxiliary Services”) You consent to the terms and conditions elaborated herein and in other linked documents (the “Terms and Conditions”) and to the other terms currently or in the future displayed on the Platform screens during use. If You do not consent to any part of the Terms and Conditions and/or Additional Terms (defined below) on the Platform screens, we ask that You do not make any use of the Platform, including the Services provided through the Platform, as set forth in Section 1.1 below, including through the Auxiliary Services (hereinafter, together - the “Services”).

These Terms and Conditions will apply to any use by a User (as defined below) in the Platform, including use of the Service, and form a binding legal agreement between You or anyone of your behalf, and the Company.

If You are below the age of 18, please read these Terms and Condition carefully together with your parents (or guardian). If You, or your parents, do not consent to the Platform Terms and Conditions, or to any part of the Terms and Conditions, You may not use this Platform for any purpose.

Certain benefits, including sales, coupons and services offered on the Platform may be subject to additional terms (the “Additional Terms”). The Additional Terms, if any, will appear on the Platform’s relevant pages.

1. **The Platform**

- 1.1. The Platform is a platform for payment and fundraising for various institutions and NGOs (the “Institutions”) and enables the users (the “User” and/or “You”) to donate to such Institutions with credit cards.
- 1.2. The Platform enables the Institutions to build donation pages for various purposes and different amounts, in their discretion.
- 1.3. The Company serves as a technology platform only, the middleman between the User and Institutions; therefore it will not be held liable with respect to the use of donations by the Institutions and to any damage, inconvenience, loss or distress the User directly or indirectly

suffers resulting of use of the information displayed on the Platform screens and/or the Services.

2. Making Donations

- 2.1. The Platform will display different Institutions and their donation pages.
- 2.2. Some Institutions are associations holding an effective authorization under Section 46(a) of the Income Tax Ordinance, others are not. The responsibility to inquire which Institution is an association and which is not is imposed on the User, and the User will not have any argument and/or claim towards the Company in this matter.
- 2.3. The donation is made directly to the Institution and not to the Company. The donation is processed through an external payment services company. It is stressed that the Company does not retain credit card information.
- 2.4. In order to protect against fraud, unauthorized transactions (such as money laundering), claims and other liabilities, the payment service providers collect information about payments and withdrawals. Payment service providers may also collect other information required for processing. As noted above, the credit card information and other payment-related information provided to the payment service providers is not exposed to the Company; such information is subject to the payment service providers' privacy policy.
- 2.5. By using any payment method and/or providing payment information for donating through the Platform, you represent and warrant as follows: (a) you are authorized under law to provide such information; (b) you are authorized under law or have permission to pay using the payment method; (c) if You are an employee or agent of the company or person to which the payment method belongs to, such company or person gave you permission to use the payment method to pay in our platform; and (d) these actions do not violate any applicable law.
- 2.6. The Company will not be a direct or indirect party to such donation transaction and receipt for the donation will be directly issued by the donee Institution.
- 2.7. The User hereby represents that he or she consents in advance to receive computer and electronic receipt for the User's donations through the Platform and will have no argument or claim in this matter.
- 2.8. Donation transactions may be canceled according to the provisions of the Consumer Protection Law 5741-1981 (the "**Consumer Protection Law**") and the regulations promulgated pursuant to it. Such cancellation will take place directly by the Institution receiving the donation.

3. Amendments

- 3.1.** The Company may amend these Terms and Conditions any time in its sole discretion. Amendments to the Terms and Conditions that are subject to the provisions of the law will enter into effect upon their publication on the Platform without prior notice.
- 3.2.** Note that material changes to the Terms and Conditions will follow a notice in the Platform home screen.
- 3.3.** By continuing to use the Platform and its Services after such amendments, You consent to and accept the new Terms and Conditions. If You do not consent to any of the new Terms and Conditions you must refrain from continued use of the Platform and its Services.
- 3.4.** The Company may, in its sole discretion, at any time, in any manner and for any reason, modify or delete any or all parts of the Platform and/or Services, or charge for accessing any or all sections of the Platform and/or Services, with or without prior notice.
- 3.5.** The Company will not be liable towards you and/or any third party when the Company modifies or removes any or all sections of the Platform and/or Services. If You object to the modification made or to be made by the Company You are requested to refrain from making any use of the Platform and/or Services. By using the Performing or Services offered through the Platform following such modifications You consent to and accept the modifications.

4. Rules of Use for the User

- 4.1.** As detailed above, any User is welcome to use the Platform and Service as long as they assume the Terms and Conditions. At the same time, the Company may block your access to the Platform and/or part or all of the Platform Services for a limited or indefinite period, in its sole discretion and for any reason whatsoever, without providing You any reason or explanation.
- 4.2.** Without derogating from the above, your access to the Platform and/or Services may be blocked, among else, where there is concern for your violation of the Terms and Conditions (or any other provision displayed on the Platform screens) or the provisions of the law, or where You damage or attempt to damage the regular conduct of the Platform or any third party.
- 4.3.** Where your access to the Platform was denied as noted above you may not re-register to the Platform under a different username. Note that registration to the Platform while impersonating another person is a criminal offense prohibited under law.
- 4.4.** By using the Platform and/or Services You represent that you will make personal use only in the Platform and/or Services offered for You or anyone on your behalf, that use is intended for legal purposes that comply with these Terms and Conditions and the provisions of the law, and refrain from any commercial use of the Platform, including charging payment for

Services offered in the Platform, or any other non-personal use, or use that may damage the Company or a third party, as determined in the Company's sole discretion.

4.5. Note that failure to comply with the conditions indicated in this Section 4 may expose You to criminal and/or civil liability and their violation will subject You to penalties prescribed by law.

5. Platform Registration

5.1. As of the Terms and Conditions date of posting, the Platform is free of charge. The Company may charge in the future payment for registration and/or a certain use of the Platform and/or the Services supplied through the Platform; where the Company seeks to do so, a notice will be posted in the Platform. Either way, the Company will not charge You anything without your express consent.

5.2. Registration is required to use the Platform and/or user account (the "**Account**"). In the course of registration You will be required to provide Your personal information, which may include, without limitation, name, phone number, email address and payment method information (the "**Account Information**").

5.3. Your registration to the Platform and Account may be subject to Additional Terms, not detailed in the Terms and Conditions, posted on the Platform screens. You are under no obligation to provide such Information; however, note that You may not use the Platform and Account without providing such required Information. The data provided by You upon Your registration to the Platform (except data related to payment processing, as detailed below) will be maintained in the Company's database. Use of such information will be subject to the Company's privacy policy, elaborated below.

5.4. You must make sure to provide correct information when registering to the Platform and to update your Account with any change to such information.

5.5. The Company retains the right not to approve users in its sole discretion.

5.6. The Company retains the right to take any action it deems fit in its sole discretion to ensure security of the Platform and/or your Account, including, without limitation, request additional information and close your Account where needed.

5.7. In addition to the above, You alone are fully responsible to maintain:

5.7.1. The confidentiality of the Platform and/or Account password (if any);

5.7.2. any activity conducted in the Platform under your Account;

6. Limitation of Liability

6.1. Without derogating from the above, it is made clear that the Company will not be held liable for gaps, inaccuracies and/or errors, if any, between the information displayed in the Platform and the actual state of the Institutions, and will not be held liable for any direct or indirect damage and/or loss, inconvenience, or distress suffered by you or a third party

resulting of reliance on such representation and/or use of the Platform. Note that the Company will not bear any liability for illegal activity of the Users and Institutions and/or any other person outside its full control.

- 6.2. The Company also does not undertake that the information posted on the Platform necessarily reflects the Institutions; in some cases, the information provided to the Company by the Institution may not be in line with reality. The Company has no direct or indirect responsibility over such information or any use You make of it.
- 6.3. The Company will do its best to operate the Platform and the Services provided in an orderly manner, free of technical faults or interruptions. At the same time, as the Platform's activity depends on suppliers and third parties, including Internet, cellular, payment services providers, the Platform may not always be immune to disruptions and malfunctions in its orderly operation.
- 6.4. You will have no argument, demand or claim of any kind towards the Company for any such malfunction or disturbance including for any direct or indirect damage caused by such disturbances or malfunctions. The Company will not bear any responsibility and/or liability for any disruption, error or omission in the material found on the Platform and/or different Services and/or their content, and will not be responsible to any direct or indirect damage caused by reason of access and/or denied access to the Platform and its use.
- 6.5. The Platform is provided for use "as is" and You will have no argument, claim or demand towards the Company for the limitations of using it and/or the ability to use the Services and/or that the Services supplied by the Platform do not suit your needs.
- 6.6. You hereby represent that You are aware of being solely responsible to every donation transaction held between You and the Institution; and You hereby release the Company, its partners, shareholders, managers, employees and/or other parties operating for it from any liability arising, if any, for any action, argument, claim and/or demand with respect to losses, damages and/or expenses originating from and/or related to the acts or omissions of the Institution.
- 6.7. The Company will bear no responsibility for the content of the ads and commercial information posted on the Platform. For the avoidance of doubt, it is hereby clarified and agreed that posting ads, links or commercial information on the Platform will not be construed as an explicit or implicit proposal of the Platform and/or Company to use, solicitation, consent or sponsorship of the Platform to the content and/or services offered by the Platform advertisers.
- 6.8. The Company also does not sponsor, encourage, propose, consent or express its opinion that the content and/or any information, advertisements, services, products, opinions or positions posted on other websites and/or any content, information, advertisement,

services, products, opinions and positions referred to by the Platform are true and/or accurate and/or are of certain class or quality, and every reliance of the User on any content, information, advertisement, products, opinion and position displayed in or posted on the website to which there is possible referral should be by the User's discretion and risk.

- 6.9. Any donation transaction completed following an ad or information posted on the Platform or through third party website link does not include the Company as a direct part to the transaction, but a middleman only. The Company will bear no responsibility to the Services and Institutions presented on ads published in the Platform and/or websites You reached through links from the Platform and/or purchases You make following such ads, and will not be a party to disputes, if any, between the parties to the transaction.
- 6.10. An advertisement published on the website by a person outside the Company is the property of the publisher and therefore should not be used in a manner infringing the publisher's right. The Company does not warrant that all links found on the website are intact and lead you to an active Internet website. The Company may remove from the Platform links previously included there, add new links or refrain from adding new links - all in its sole and absolute discretion. Also, having a link to a certain website on the Platform does not constitute confirmation that the information in such site is full, reliable, current or trustworthy.

7. Special Conditions relating to Third Party Components

- 7.1. The Platform may include or use software, files and components subject to terms of licenses, including open-source licenses of third parties ("**Third Party Components**").
- 7.2. You may use Third Party Components as part of or together with the Platform only subject to your compliance with the terms of license applicable and/or auxiliary to the relevant Third Party Components.
- 7.3. In the event of contradiction between the terms of the license of a Third Party Component and these Terms and Conditions, the terms of license of the relevant Third Party Component will supersede only with regard to the Third Party Component.
- 7.4. These Terms and Conditions do not apply to all Third Party Components auxiliary to and/or included in the Platform and the Company disclaims any responsibility in this respect. You acknowledge that the Company is not the author, owner or licensor of Third Party Components and the Company provides no explicit or implicit representation or warranty of any kind whatsoever on the quality, capabilities, operation, performance or compliance of any Third Party Component. The Platform or any part thereof (except Third Party Components included in the Platform, if any) should not be considered "open source" software.

8. Intellectual Property

- 8.1. All Platform pages including the data and information they contain are the sole property of the Company, and the information and Services provided by the Company should not be considered to grant any license or other rights in the intellectual property of the Company or third parties.
- 8.2. You may not copy or publish the Platform pages, in full or in part, and/or make any use of the information in the pages, including commercial use, without the Company's prior written consent.
- 8.3. The Company reserves copyright to the concept at the basis of the Platform, including the Platform design, trademarks, and any other action in the Platform that is unique and exclusive to the Platform. In addition, you may not make any changes to the Platform, copy, publish, publicly perform, duplicate, alter, adapt, create derivative works of, advertise, sale, lease, distribute, broadcast, publicly display, reproduce or deliver to third party any part of the Platform without the Company's prior written consent.

General

9. Indemnification

You hereby undertake to indemnify and hold the Company or anyone on its behalf harmless for any direct or indirect damage, expense or loss, including trial expenses and attorney's fee incurred by the Company with respect to violation of any provision of these Terms and Conditions and/or Privacy Policy, or performing any other action in contrary to the law with respect to the Platform and Services.

10. Jurisdiction and Choice of Law

The competent courts of the District of Tel Aviv of Central District, Israel, will have exclusive jurisdiction to resolve any dispute and/or conflict related to the Platform, Services, Company and/or Terms and Conditions. The Israeli law alone will apply to any such dispute or conflict with respect to the Platform.

Last updated:07/03/2021