

Ginger Application Terms of Use

1. General

- 1.1. These Terms apply to the use of the website www.gingerbit.co.il and the Ginger app, which may be downloaded into various mobile devices (the website and app, collectively, the “**App**”).
- 1.2. The App connects users and various service providers (the “**External Providers**”) to facilitate direct communication between the users and the External Providers only, without the App’s involvement. Among other things, the External Providers may provide the following services and/or additional services as updated on the site from time to time:
 - 1.2.1. Purchase of overseas travel insurance policies for themselves and others;
 - 1.2.2. Health insurance policy claim filing services and assistance, and health insurance-related services (Ginger 360);
 - 1.2.3. Passes to business lounges all over the world in cases of flight delays exceeding one hour (provided that the user enters the flight details in advance);
 - 1.2.4. Support when filing claims for lost and delayed baggage, illness, and flight cancellations or delays.
- 1.3. The App is the property of Ginger Insurance Agency Ltd., Pvt. Co. 515865574 (the “**Company**”), whose address is 2 David Ben Gurion St., Ramat Gan, and is operated by the Company.
- 1.4. These Terms are written in the masculine, but apply equally to the feminine. That written in the singular form applies equally to the plural.
- 1.5. Headings throughout these Terms are included for convenience only and do not serve as an explanation or an interpretation of the clauses comprising these Terms.
- 1.6. These Terms of Use, including the Privacy Policy [<https://www.gingerbit.co.il/privacypolicy>], which constitutes an inseparable part hereof (the “**Terms**”), regulate the relationship between the Company and any user, regardless of type, including employers and their employees who use the App and/or any type of information presented on the

App and/or any type of information that could be obtained through the App and/or for whom any services are purchased through the App, with or without consideration, by themselves or through others (the “User”).

- 1.7. The Company reserves the right to modify these Terms in its sole discretion, and users are required to periodically review the provisions of the Terms.

2. App Use Terms and Conditions

- 2.1. Technical requirements: The App may be used on devices that meet the following requirements:

- 2.1.1. Personal computers with a Chrome-based browser;

- 2.1.2. iOS 10 or higher iPhone mobile phones;

- 2.1.3. Android 6 or higher mobile phones.

- 2.2. The App may be used subject to the following terms and conditions:

- 2.2.1. A user account creation by entering personal details. Anyone who uses the App themselves or whose personal details are used by others must create a user account, including for services to be purchased on their behalf;

- 2.2.2. The User’s consent to store and process relevant User data, whether entered by the User or by another party.

3. Use of the App

- 3.1. Each User warrants that all use of the App shall comply with applicable law, and in particular, the Privacy Protection Law, 1981; the Computers Law, 1995; and the Copyright Law, 2017.

- 3.2. Each User warrants that all the information they enter or that is entered on their behalf through the App shall be true, correct, and accurate. Entering false or fictitious information constitutes a material breach of these Terms and would entitle the Company to suspend and/or cancel the User’s account, without derogating from any other right it has under law.

- 3.3. Users warrant to indemnify the Company, its directors, employees, shareholders, and anyone acting on its behalf for any damage and/or expense the Company incurs due to any third-party claim and/or demand

and/or lawsuit, particularly the External Providers, due to and/or in connection with the use of the App.

- 3.4. The User warrants to notify the Company of any third-party claim and/or demand relating to the User's use of the App and/or any legal proceedings initiated by a third party due to and/or in connection with the use of the App.

4. **The Company is Not Responsible Third-Party Services**

- 4.1. The Company is not a service provider for the purposes of the services purchased through the App, and it serves solely as an intermediary between the users and External Providers. These include:

- 4.1.1. Polywizz Ltd., Pvt. Co. 515789154, of 2 Zeev Jabotinsky Rd., Ramat Gan, (<https://polywizz.com/#/welcome>), operates to obtain the User data in the "Har HaBituach" database, per the User's authorization.

- 4.1.2. Overseas travel insurance policies are purchased through the Company as a broker, vis-à-vis Migdal Insurance Company Ltd., Pvt. Co. 520004896 (<https://www.migdal.co.il>).

- 4.1.3. Overseas travel insurance claims are handled and supported through G.K.I.M.A. Ltd., Pvt. Co. 513139923, of 14 Moshe Dayan St., Petach Tikva 4951814 (<http://www.imaisrael.co.il>).

- 4.1.4. The Company is the insurance agency for the purpose of insurance policy purchases through the App.

- 4.1.5. Collinson provides the service of issuing lounge passes in case of flight delays directly to users.

- 4.1.5.1. Collinson's website: <https://www.collinsongroup.com>.

- 4.1.5.2. Full details: Collinson Service Solutions Limited, Company No. 02474708 (England and Wales), Cutlers Exchange, 123 Houndsditch London, EC3A 7BU, England.

- 4.1.5.3. Collinson's terms of use are available at <https://www.collinsongroup.com/terms-of-use>, and are specified at the end of these Terms for the Users' convenience.

- 4.1.6. Claim filing services for flight delays or cancellations are provided directly to the users by AirHelp.
 - 4.1.6.1. AirHelp's website: www.airhelp.com.
 - 4.1.6.2. Full details: AIRHELP LIMITED, CB No. 1926223, BR No. 61625023-000, 9B Amtel Building, 148 Des Voeux Road Central, Central, Hong Kong.
 - 4.1.6.3. The AirHelp terms of use are available at <https://www.airhelp.com/en/terms>.
- 4.2. The Company shall not be held liable in any way for services provided by the External Providers due to and/or within the use of the App, and the User has and shall have no claim and/or demand against the Company regarding these services. Within this:
 - 4.2.1. The Company does not and cannot verify the quality of the services provided by the External Providers, and offering them on the App does not constitute an approval or recommendation of the External Providers.
 - 4.2.2. Health-related services of all types shall be provided as per the GINGER 360 operational services specification, to be signed through the App, for employers who choose to purchase the service for their employees. It is clarified that the insurance companies are solely responsible for the policies' terms.
 - 4.2.3. The various External Providers' services as described in the App may differ from the services provided in practice. The User is obligated to review all terms and conditions of the services offered by each External Provider to understand their exact content and scope, and the Company shall bear no responsibility for this.
 - 4.2.4. It is clarified that services other than insurance brokerage services (i.e., other than purchasing overseas travel insurance policies or actions pursuant to health insurance policies) are performed by unregulated entities **not subject** to oversight by the Capital Market, Insurance and Savings Authority.

- 4.3. Service purchases depend on the External Providers' availability and operating hours. The Company shall not be responsible for any delay or interruption in the service purchase process due to factors that depend on the External Providers or the means of communication with them.
- 4.4. The App allows users to enter information and upload documents for the purpose of related services to the policies purchased through it (the "**Related Services**")
- 4.5. In any case, it is clarified that the App is not intended for providing legal advice, insurance advice, or any other advice. The foregoing applies to the Related Services as well, and the User must obtain the required advice from a licensed professional before performing any action through the App.

5. **Purchasing and Receiving Services Through the App**

- 5.1. The User warrants to enter correct and accurate details when purchasing and/or receiving services through the App. Failure to enter correct and accurate details may negatively affect the quality of the services provided through the App. The User is solely responsible for any damage—of any kind—to the User themselves, the Company and anyone on its behalf, or any third party, arising from incorrect or inaccurate details they enter.
- 5.2. Purchasing and receiving services through the App are subject to the Company's and/or Providers' absolute discretion. The Company and/or Providers may refuse requests by the User or anyone acting on their behalf to make any purchases or receive any services through the App, for any reason.
- 5.3. App malfunctions, including when communicating with External Providers, may result in unusually low price quotes. In such a case, the User must verify with the Company that the price quote is indeed correct.

6. **Limitation of Liability**

In addition to any other provision hereof regarding the Company's disclaimer of liability, the User represents and confirms that they consent to all terms and conditions below:

- 6.1. The Company is not responsible for any damage that the User might incur, directly or indirectly, because of an App malfunction and/or server crashes

and/or internet network malfunctions and/or malfunctions in any device and/or equipment the User uses.

- 6.2. In addition, the Company is not responsible for any damage caused by factors beyond its control (force majeure), such as wars, earthquakes, weather events, fires, general strikes, cyber-attacks, hacker actions, and so on.
- 6.3. Without derogating from the above and for the avoidance of doubt, the User hereby accepts and represents that the Company shall not be liable to the User and/or any third party, in any way, for any direct or indirect damage, including financial damage, lost profits, reputational damage, or any other damage caused by the use of the App, and the User hereby represents that they are solely responsible for the use of the App.
- 6.4. The App may include links to third-party websites and/or apps and/or information sources of any other type (“**External Sources**”). The User hereby confirms that they are aware that the Company cannot control the links’ targets and that the Company shall bear no responsibility for External Sources. The User further represents that they are aware that the links do not constitute an endorsement and/or encouragement and/or recommendation regarding such External Sources.
- 6.5. The User agrees to use the App as provided by the Company (“as-is”) and as updated in the future in the Company’s sole discretion, and agrees that the Company is not obligated to adapt the App to the User’s or any other person’s needs and/or requirements in any way.
- 6.6. Without derogating from any other provision of these Terms, the Company is not responsible for any improper use and/or misuse of the App, including in accordance with the prohibited actions under these Terms, and within this—including regarding information loss and/or modification arising from the User’s or another user’s improper use of the App, such as data being deleted or unsaved or use of a faulty network connection or any other incorrect usage (“**Improper Use**”). The User hereby exempts the Company from any liability for any damage and/or expense caused by the User or any other user’s Improper Use.

7. **Sending Advertisements and Marketing Information**

- 7.1. By using the App, the User authorizes the Company to send them advertisements, as set out in Section 30a of the Communication Law (Telecommunications and Broadcasting), 1982 (the “Spam Law”), through any means of communication.
- 7.2. Your personal details will be stored in Ginger’s databases as detailed in the Terms of Use and Privacy Policy. Ginger will be entitled to send you advertisements and information through digital means (such as email, text messages (SMS), etc.) in the field of travel and health insurance, unless you refuse to receive advertisements by contacting the email address: office@gingerbit.co.il or through the contact methods specified in the Terms of Use.
- 7.3. If the User desires to notify of their refusal to receive advertisements, they may send a notice for this purpose via email, to office@gingerbit.co.il, or through the contact channels specified in these Terms.

8. **Payments**

- 8.1. The Company serves only as an intermediary, and thus, it does not collect payments from users and shall not bear any responsibility in this regard.
- 8.2. Credit card details are transmitted directly to the clearing companies for their approval and clearing is performed solely by External Providers.

9. **Intellectual Property Rights**

- 9.1. The Company is the sole and exclusive owner of the App and all material related thereto, whether online or otherwise, whether originating from the Company or from users, and including content that users upload to the App and/or transmit to the Company, such as suggested improvements (collectively, the “App Data”).
- 9.2. The Company is the sole and exclusive owner of all rights in the App and App Data, whether registered or unregistered, whether they are recognized at present or in the future, worldwide, and including, but not limited to, all intellectual property rights therein, including trade secrets, patents, copyrights, trademarks, models, designs, data, formulas, code, methodologies, etc., and all rights in know-how or information.

- 9.3. The Company shall be free to use all the foregoing as it deems appropriate worldwide and for an unlimited time, and the users hereby waive any right, even as granted by law, particularly with respect to moral rights.
- 9.4. The use of the App, whether paid or free, does not entitle the User to anything beyond the right of use itself, and within this, it does not grant the User any right in the App and/or information and/or know-how accumulated through the use of the App and/or the Company's intellectual property.
- 9.5. Users are prohibited from photographing, copying, reproducing, publishing, or transmitting to any third party through any media, any material of any kind out of the App and/or the App Data, in whole or in part, without the Company's express prior written consent.
- 9.6. Without derogating from that said in the chapter titled "Violations and Misuse," it is clarified that the authorization the Company gives to users with an account to use the App does not constitute permission for any use, except as permitted under these Terms, and does not include code copying, code injection, data mining, or any other use that deviates from the reasonable and ordinary use of the App.

10. **Violations and Misuse**

- 10.1. Data mining from the App is strictly prohibited.
- 10.2. Engaging in illegal activities through or in connection with the App, directly or indirectly, is strictly prohibited.
- 10.3. It is strictly prohibited to perform any action that may compromise the App or App Data.
- 10.4. It is strictly prohibited to enter payment card details or identification details without their lawful owner and user's permission to use them.
- 10.5. Any violation of these Terms shall constitute misuse of the App, and the Company may, in its sole discretion, temporarily suspend or permanently terminate any paid or free user's account if they violate these Terms, without prejudice to any other rights available to the Company under these Terms and/or applicable law.
- 10.6. The right to use the App is granted to each User exclusively, and it is strictly prohibited to transfer a User's account details for another person to use.

- 10.7. The User is responsible for safeguarding their account details and ensuring their confidentiality, and they must immediately inform the Company of any unauthorized use of their account. Any violation of this term shall constitute a severe breach of these Terms in general and the Privacy Policy in particular.
- 10.8. The User is solely and exclusively responsible for ensuring the confidentiality and security of their account log-in credentials, including their username and password, and is solely and fully responsible for changing their log-in credentials whenever a third party discovers them or may discover them.
- 10.9. The User hereby absolutely and finally releases the Company, its directors, employees, and anyone on its behalf from any liability for any damage the User and/or any third party may incur as a result of the disclosure of their account log-in credentials to a third party, deliberately or inadvertently.
- 10.10. The User hereby warrants to indemnify the Company for any damage and/or expense it might incur due to any third party's claim and/or demand resulting from a disclosure of their account log-in credentials to a third party, deliberately or inadvertently.

11. **Contact Us**

You may contact the Company through the following channels (“**Contact Channels**”):

11.1. Email address: office@gingerbit.co.il.

11.2. Leave a message through the Company's website at www.gingerbit.co.il.