

Terms of service Giraffa Urban Experiences Ltd.
August 2022

1. Definitions:

"The Company" or "Service provider"- Giraffa Urban Experiences Ltd., P.C. 516096815

"Order form"- A document worded as per the document marked Appendix A, every delivery order from the company will be made by filling out an order form signed by the customer. The order form will include the amount to be paid and the form of payment. A completed order form constitutes an order of service from Giraffa Urban Experiences Ltd.

"The service"- Delivery of Market Boxes.

"Potential customer"- An individual age 18 and up and/or a corporation wishing to receive this service from the company who have filled out and sent to the company the online order form/ emailed a completed order form to the company's email info@giraffa.me or to phone number 051-2233293 and possesses a valid credit card from an Israeli credit card company.

"Customer"- A potential customer who has received written approval from the company stating it has received their order form and will provide the service requested. A customer who has sent the company an order form will be regarded as having read and understood this terms of service agreement fully and agreed to all noted terms of service before placing the order for the company's service.

2. Guidelines and instructions regarding placing an order and company liability

2.1. The service provider is not obligated to tie itself to a potential customer who has completed an order form, and the company reserves the right to refrain from providing its services to any potential customer for any reason. As the company has chosen to refrain from providing its services to the potential customer and given that the company has not charged or demanded payment from said potential customer for said service, the potential customer will hold no claim and/or suit and/or demand toward the service provider, and/or its proxy and will not be entitled to any reimbursement, money and/or its equivalent.

2.2. The completion of an order form also constitutes the user's confirmation that the payment card used to make said transaction belongs to the user, or is used with the explicit permission of the card owner, that the card is valid, that its user is permitted by any law and/or agreement to carry out a transaction in the sum specified for said transaction using this card, and that the user is over 18, or a registered corporation per the laws of the State of Israel and the appropriate registry.

2.3. In light of the current situation regarding the Covid-19 outbreak in Israel and around the world, and in light of the fact that the market economy is in an uncertain and unstable state, with new restrictions and instructions administered by the government and authorities daily, the company cannot guarantee that at any given moment all of its products and/or services will be available to its customers.



2.4. In the event that for some reason, out of the customer's control, the company is unable to provide the service and/or product ordered by the user definitively, the company will do all in its power to cancel the transaction and return the sum of said transaction to said user if charged. Beyond said cancellation of the transaction and return of said sum to the customer, the customer shall have no further dispute and/or demand and/or claim from the company related to this issue and they will not be entitled to any further compensation other than the return of the sum of money charged by the company, with the company's expenses related to said customer's order deduced.

2.5. In the case of this issue regarding the contents of a Market Box- if for any reason, out of the user's control, the service provider is unable to provide a specific product which appears in the list of products the box contains- the service provider may replace said specific item with a different product per its sole discretion, with the customer holding no claim and or demand from the company in relation to said changes.

2.6. The customer knowingly approves that the content of the boxes may change according to seasonality and inventory of raw materials in the market.

2.7. This is to clarify that the company provides delivery services alone and does not and will not have any responsibility over the quality of products ordered by customers and/or the effects of the consumption of said products by the customers.

3. Data security and privacy policy

3.1. The operator of this initiative is not responsible for any damage that may be caused as the result of sending confidential, private, or personal information to the company.

4. Services and price policy

4.1. Orders placed on website will be delivered by within 5 business days, with the exception of the Arava and Eilat region, to which the delivery can take longer.

4.2. The delivery ordered will arrive at its destination up to thirty minutes before Shabbat. Orders will be supplied to all parts of the country as specified above and per the costs specified in the company's delivery price list, as advertised by the company from time to time.

4.3. A customer who has placed an order and wishes to cancel said transaction will inform the company immediately by telephone and in writing.

4.4. The cancellation of the transaction will be possible only within one hour of payment.

4.5. In the event of a cancelled transaction, the company may charge a cancellation fee of 5% or 100 ₪ whichever is lowest as well as credit card clearing charges, if charged.



4.6. In the event of a cancelled transaction due failure to comply with the delivery times promised to the customer as part of the transaction, the customer may cancel their order with no cancellation fee. The customer's money will be returned within up to 8 business days, by cancelling the transaction through the customer's credit card provider.

4.7. Returning or replacing of products is limited to non-perishables and is possible within five days from the time the product was received on the condition that the company was notified in advance and in writing and the product was not used and is still in its original packaging. In the event of a cancellation- the product will be returned by the customer, in its original packaging, provided it has not been used and is not damaged in any way.

4.8. The method of distribution of our products is subject to standard terms and conditions of distribution/delivery companies in regards to areas of distribution (including restrictions regarding distribution and/or collection beyond the green line, distribution at a single distribution point in kibbutzim and so on), distribution times, and method of distribution (such as collection from the local post office). It shall be clarified that in some locations distribution and delivery companies cannot access each customer's personal residence, therefore the customer will be able to collect the product only from the post office nearest to the address provided by the customer and/or from a different agreed location, per issue. The delivery of said product will be considered complete once it has been turned over to said post office or distribution point, even if said customer did not pick up the delivered item or if the location selected as the distribution point is not the customer's mailing address. In the event of delivery to an address which is not the mailing address of the customer, the customer shall hold no claim against the advertiser and/or company in the aforementioned scenarios in regards to the method of delivery, including any instance of delays in delivery of products.

4.9. The company shall not be held liable for any delays in delivery of products resulting from events which are beyond its control such as malfunctions, delays, strikes, natural disasters, glitches in computing and/or phone systems interfering with the completion of the purchase process or glitches in e-mail service or changes in the authorities' operational guidelines for the market regarding service provision.

4.10. The delivery fee is not included in the price of the product.

4.11. In case of self pick up, delivery fees will not be charged.

4.12. The prices include V.A.T.

It must be stressed that unless specifically noted, all prices shown do not include delivery fees.

4.13. The prices of products or services and/or delivery fees are subject to change periodically without notice, the updates will be posted on the website and/or in the company's publicity and marketing materials. The valid price of purchase is the price stated in the company's price list when said customer has completed the purchase process and received an email confirming the purchase. If the price of a certain product or service has been updated before the purchase process is completed, the user will be charged the updated price.

4.14. The company and/or anyone on its behalf does not guarantee that the prices of the products/services advertised in different platforms by the advertisers are the lowest prices.

5. Payment for services rendered; cancellation of purchase and return policy

5.1 Private customers- All prices shown include V.A.T, unless explicitly stated otherwise. The payment for said services will be provided via credit card or bank transfer.

5.2 Business customers and companies- All prices shown do not include V.A.T, unless explicitly stated otherwise.

The payment for said services will be provided via credit card or bank transfer or “Bit” payment app.

5.3 The customer may cancel a transaction for the purchase of goods and/or services made by filling the order form and only in accordance with the Israeli Consumer Protection Law. This article 5 specifies in essence the return and cancellation guidelines, which are subject to the general guidelines of the Consumer Protection Law. In any instance of discrepancy and/or contradiction between the stated in this article 5 and the guidelines stated by the Consumer Protection Law, the guidelines of the Consumer Protection Law shall overrule. It shall be clarified despite this article, that the company is not liable for the quality of products as it is only a delivery service.

5.4 Method of cancellation

5.4.1. A transaction can be cancelled by notifying the company of cancellation using one of the following methods (“Notice of cancellation”):

1. By email to the address info@giraffa.me
2. By direct SMS (text message) to the platform’s customer service call center at 051-2233293 (+97251-2233293)

5.5 Transaction cancellation terms and timelines- General

Any customer is entitled to cancel their transaction, for any reason, under these terms and within these timelines:

5.5.1 Regarding the purchase of goods- from the day the transaction is completed and up to fourteen days from the time the goods were received, or from the day of receiving the document detailing the specifications noted in article 14C (b) of the Consumer Protection Law (whichever is later).

5.5.2 Regarding the purchase of a service- within fourteen days from the day the transaction is completed or from the day of receiving the document detailing the specifications noted in article 14C (b) of the Consumer Protection Law (whichever is later) as specified below: in an ongoing transaction (as defined in the Consumer Protection Law)- whether the service has begun and whether it hasn’t, and in a transaction which is not an ongoing transaction- provided said cancellation is made at least two business days prior to the day in which the service is to be provided.

5.6. Transactions which cannot be cancelled

The guidelines specified in clause 5.2.1 above and those specified in clause 5.5.2 above do not apply to the following transactions:

5.6.1. Transactions for the purchase of perishable goods;

5.6.2 Transactions for the purchase of hospitality, transportation, vacation or leisure services, if cancelled within seven business days prior to the date in which the service is to be supplied;



5.6.3 Transactions for the purchase of information as defined in the Israeli Computers Act, 1995;

5.6.4 Transactions for the purchase of bespoke or custom made goods;

5.6.5 Transactions for the purchase of goods which may be recorded, transcribed or duplicated, if their original packaging was opened by the customer;

5. 7. Transaction cancellation terms and timelines regarding customers who are people with disabilities, senior citizens or New Immigrants (Olim)

5.7.1 Under this clause 5.5 :

“Persons with disabilities”- As defined in the Israeli Equal Rights For Persons With Disabilities Law, 5758-1998;

“Senior citizens”- Individuals aged 65 and older;

“New Immigrants/Olim”- Within five years from receiving their immigrant/Oleh certificate or eligibility certificate from the Ministry of Aliyah and Integration.

5.7.2 A customer who is a person with disabilities, a senior citizen or a New Immigrant may cancel a transaction within four months from the day it was made, from the day of receiving the goods purchased in said transaction or from the day of receiving the document listing the details specified in article 14 C (b) of the Consumer Protection Law, per issue, per the later date, provided that the engagement when making the transaction included a conversation between the platforms' representatives and the customer, including conversations through electronic means of communication.

5.7.3 The guidelines in the above article 5.5.2 shall not apply to the types of transactions specified in the above article 5.4.

5.7.4 In the event of a customer who is a person with disabilities, a senior citizen or a New Immigrant wishing to cancel a transaction, the platforms' representatives may demand of them to present a certification proving they are a person with disabilities, a senior citizen or a New Immigrant. In accordance with this aforementioned demand, the customer will present to the platforms' representatives one of the documents specified in article 14C1 (d) in the Consumer Protection Law, as relevant, or provide a copy, including through electronic means of communication.

5.8. Results of a transaction cancellation

5.8.1 Cancellation following a defect or discrepancy

In the event of a customer cancelling a transaction per articles 5.2.1 or 5.5 above due to a defect in the goods they have purchased or due to a discrepancy between the goods (or service) purchased and the details provided per articles 14A (a) and- (b) or 14C (a) and- (b) of the Consumer Protection Law, or due to failure to supply the goods or service purchased at the agreed time, the following guidelines shall apply:

1. The company shall refund the customer within 14 days from the day the cancellation notice was received the same portion of the cost of the transaction as was paid by the customer, cancel the customer's charge for the transaction and provide them with a copy of the message regarding said revoked charge and will not charge the customer any cancellation fees.



2. In the event the customer has received the goods purchased, they will return said goods to the company at the location in which they were received and will notify the company of this, the same applies to any goods the customer has received as part of this transaction.

5.8. 2. Cancellation unrelated to defect or discrepancy

In the event of a customer cancelling a transaction per articles 5.2.1 or 5.5 above, for a reason not listed in article 5.6.1 above (defect or discrepancy) the following guidelines shall apply:

- (1) The company shall refund the customer within 14 days from the day the cancellation notice was received the same portion of the cost of the transaction as was paid by the customer; the customer's charge of the transaction will be cancelled and they will be given a copy of the notice of cancellation of said charge. The customer will not be charged any sums of money, apart from a cancellation fee (at the company's discretion) at a cost no higher than 5% of the price of the goods purchased, or 100 NIS, whichever is lower.

In this article, "cancellation fee"- including expenses or liabilities related to delivery, packaging or any other obligation which the company claims to have paid or committed to as part of the engagement in said transaction or due to its cancellation.

- (2) In the event the customer has received the goods purchased, they will return said goods to the company at the location in which they were received and will notify the company of this, the same applies to any goods the customer has received as part of this transaction.

5.8.3 Without detracting from the guidelines specified in articles 5.6.1 and 5.6.2 above, in the event of a customer cancelling an ongoing transaction (as defined in the Consumer Protection Law) as noted in articles 5.3 and 5.5.2 above, and the supply of the service purchased has begun, the customer shall pay the relative cost of the service provided.

5.8.4 In the event that a representative of the company has installed goods in the customer's home in order to provide a service per the transaction, the company may charge the customer for the expenses of this installment, no more than 100 NIS.

The company recommends the goods be returned in their original packaging without any harm and/or defect of any kind.

It also must be stated that the guidelines specified in articles 5.6.1 and 5.6.2 above shall not detract from the company's right to seek retribution for its damages from the customer if they have returned to the company goods whose value has dropped as the result of a significant decline in their state when in the customer's possess



6. Tours

- 6.1 . Giraffe Experiences will not be held responsible for any loss, injury, damage to the body or property.
- 6.2 . Giraffe Urban Experiences offers culinary and cultural tours in market complexes. Its activity based on the businesses that operate in the market complexes. The responsibility for the quality of the food, the products and the tastes is solely on the businesses in which we are hosted.
- 6.3 . The tour will take place in the Hebrew language, unless it is agreed in advance that it will take place in English or any other language.
- 6.4 Special food requests must be coordinated up to 3 days before the tour (including kosher, vegetarian/ vegan/ gluten free) so that the company can provide suitable alternatives or inform the customer that alternatives cannot be provided on a certain tour.
- 6.5 The company emphasizes that the responsibility for special requests in the food sector lies solely with the customer. The company will make every reasonable effort to find vegan/kosher/gluten-free substitutes for customers, but is a factor recommend only. The kitchens of the businesses are solely their responsibility and unless specifically stated by the business owner, it is assumed that they are not sterile and therefore may contain gluten residues / animal dishes.
- 6.6 The company does not undertake and does not take responsibility for dietary adjustments in cases of: celiac disease, lactose sensitivity, diabetes, nut sensitivity, allergies, etc., and/or any other disease that may pose a health risk to any of the participants.
- 6.7 Special requests in the area of accessibility must be coordinated in advance with the company representative by phone/email in order to allow optimal evaluation of the tour route (participant in a wheelchair, stroller, etc.)
- 6.8 Updating the number of participants will be possible up to 48 hours before the tour, through a phone call with one of the company's representatives and subject to written approval from the company. Actual billing will be done according to the final number of participants 48 hours prior to the tour and provided that this number is not lower than the minimum number of participants for a private tour. After this time, the company does not undertake to refund or credit, except in exceptional cases of force majeure and subject to the sole discretion of the company.
- 6.9 Postponing a tour will be possible free of charge and provided that it is done in coordination with the company representative until the 48 hours before the tour. The postponement will be possible for a period of three months from the original tour date. During the 24 hours before the tour, it will not be possible to postpone the tour.



- 6.10 Cancellation of a tour with a full refund will be allowed up to 7 business days before the scheduled tour date, with a written message or telephone confirmation from one of the company's representatives. A refund of 50% of the total transaction will be given for cancellations made up to 48 hours before the tour date. After this date, cancellations will not be possible and the transaction will be charged in full.
- 6.11 Tour vouchers are valid for one year from the date of their purchase. After their expiration, the company is not obligated to accept them.

7. Privacy and confidentiality

7.1 There is no obligation to provide any details of an individual or corporation, though refraining from providing the details required in the registration and sales platforms may not allow the completion of the transaction.

7.2 The company shall not forward the details of any customer to a third party without the approval of that customer in advance and in writing, apart from third parties such as subcontractors or companies related to the company, requiring these details in order to supply their service. Furthermore, the company may provide details in the instance it is required to do so by law, by order of any tribunal and/or as part of any legal procedure, in order to protect its rights and/or assets and/or for any other justifiable reason.

7.3 The company shall make reasonable and acceptable efforts to ensure the confidentiality of its customers' information.

7.4 The company shall not be liable for any damage, loss of income, libel, reliance, expense, breach of contract etc. -direct and/or indirect-caused, if and as caused, by a violation of the confidentiality of customers' information, leak of payment methods and/or vendor information.

7.5 It shall be clarified that the company may send to the customer who has consented to this promotional e-mails and/or text messages for the purpose of promoting purchase of a product or service from the company and/or its affiliates, per instance, which fit the definition "advertising", per the 40th ammendment to [Telecommunications Law, 5742-1982](#).

In addition, the company may send the customer as noted e-mails and text messages which may contain updates on different issues which are not commercial, for instance detailed information of a transaction. You may, at any time, inform the company of your wish to remove your address from the company's mailing and/or the mailing list of the company's affiliates, by sending a message to: info@giraffa.me and/or by text to 051-2233293.



7.6 The company may forward information of its users to third parties, such as subcontractors or affiliated companies, for the purposes noted above alone.

7.7 A customer filing a complaint or question about a specific product/service, will be considered as having given their approval for their information to be forwarded to the relevant service provider, in order to inquire further into their complaint. The aforementioned does not constitute the company's obligation to address complaints in a specific manner or at all.

8. Unaccountability

8.1 The company is not a party to the contract that it will make between the customer and the sellers of the goods that it delivers to its customers through the service.

8.2 The company is not responsible for the quality of the products, delivery times, published details about the products, matching of the products provided to the published product photos, technical specifications, matching the products to user needs, service of product sellers, pricing, repairs, wear, identity of product manufacturers etc. Related in any way, directly or indirectly, to the products.

8.3 The product images that appear on the company's website and social networks, as they appear, are for illustration purposes only, as provided to the company by the sellers, for advertising purposes.

8.4 The company does not monitor and is not responsible for the reliability and / or accuracy of the information presented by the sellers, the level of service of the sellers, delivery times, the match between the images and the products provided, etc.

8.5 The company reserves the right to discontinue the service at any time, for any period of time, for maintenance, due to the closure of the platforms and for any purpose and for any other reason. Such cessation of activity (temporary or permanent) will not require any prior notice or justification to any party.

8.6 The company is not responsible and will not be liable - directly or indirectly - for any damage, loss of profits, expense, damage to good name, reliance, breach of contract, any wrongdoing etc. caused, if and to the extent caused, to the user and / or any third party, in connection (Direct or indirect) with the service, its use, the products, the services, the use of them (including the products offered through advertisements of third parties), due to the cessation of the company's activity (temporarily or permanently) and / or the suppliers



9. Miscellaneous

- 9.1 Use of the Service is subject to the terms of use set forth in these Terms. The customer must read the terms of use in full carefully, before using the service. The customer's attention is drawn to the fact that the terms of use constitute a binding agreement between the customer and the company, and that if the customer does not agree to any provision of these terms and conditions, he must immediately stop using the company's services. In fact, the use of the Company's services expresses consent to the terms of these Terms and Conditions, as worded from time to time.
- 9.2 The Company reserves the right to change these Terms and Conditions from time to time, without giving prior notice, and therefore the terms of these Terms and Conditions must be examined before any use and / or purchase of products and / or services from the Company. To the extent that the user does not agree to any change in the regulations, the only remedy is to stop using the company's services. Any change in the terms of the regulations will take effect immediately upon publication on the website or on the various platforms used by the company.
- 9.3 The terms of these Terms and Conditions, as worded from time to time, constitute the only agreement valid between the Company and the Customer, and shall not be valid for any representation, promise, consent or obligation, whether written or oral, that are not included in these Terms and Conditions.
- 9.4 To the extent that any section of the By-Laws is found to be invalid, unenforceable or illegal for any reason by a competent court, the validity or enforcement of the other sections shall not be prejudiced; Notwithstanding the foregoing, the section found to be invalid, unenforceable or illegal shall be construed as close as possible to its wording and purpose, in such a way that following such interpretation it shall not be found invalid, unenforceable or illegal.
- 9.5 If the company has not exercised or delayed in exercising a right from the rights granted to it under the terms of these regulations, in a particular case or in a series of cases, this will not be considered a waiver of its right. No right of the company can be waived except in writing, in a notice signed by it. Deviation from the terms of this policy by the company in a particular case or in a series of cases, will not constitute a precedent and will not learn from it an equal derivation for any other case in the future.
- 9.6 The Company may transfer its rights under these Terms, in whole or in part, to a third party without the need to obtain the consent of the user. The customer is not allowed to transfer any right without obtaining express prior written consent from the company.
- 9.7 The law applicable to everything related to this service is Israeli law only
- 9.8 In any case of dispute, the courts of the Tel Aviv-Yafo District shall have the exclusive jurisdiction to hear the claim.
- 9.9 It is clarified that what is stated in sections 8.1-8.2 above also applies to a user who is not a resident and / or citizen of Israel, and in no case will you hear an argument that Israel is not a proper forum and / or that any connection related to foreign law platforms should be applied.



