

## **Terms of Service**

The Open Restaurants website (the “**Site**”), operated by Merav Oren Management and Holdings (2008) Ltd., private company number 514080423 (the “**Company**” or “**us**,” “**our**,” “**we**”) provides a ticket-ordering mechanism (the “**Services**”). These Terms of Service (“**Terms**”) govern your access to and use of the Site and all content (“**Content**,” as further defined below) and Services available through the Site. “**You**” means any adult user of the Site or Services or any parent or guardian of any minor whom you allow to use the Site or Services, and for whom you will be held strictly responsible.

Please read these Terms carefully. These Terms govern your access to and use of the Site and Services. By using our Site and/or Services, you signify your assent to these Terms. , Our Privacy Notice, available at <https://open-restaurants.co.il/privacy-policy/?lang=en>, governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). Changes may be made to these Terms from time to time. Your continued use of the Site and/or Services will be deemed acceptance to all amended or updated terms. If you do not agree to any of these Terms, please do not use the Site and/or Services.

### **Account Registration**

To access the Services you need to register to the Site and create an account. We may change the method of registration at our discretion. You agree to notify us immediately of any unauthorized use of your account or password. You are fully and solely responsible for the security of your computer system or mobile phone device and all activity on your account, even if such activities were not committed by you. We will not be liable for any losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold us harmless for any improper or illegal use of your account, including any mail sent and any charges and taxes incurred, unless you have notified us via e-mail to [info@openrestaurants.com](mailto:info@openrestaurants.com) that your account has been compromised, and have requested us to block access to it. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the Site and/or Services. We reserve the right to refuse to allow you to use your account for any reason, at our sole discretion.

You must keep all your account information current, including address, payment information, telephone number, and email address. You may make changes and updates to your Personal Data on the Site.

The Company reserves the right to use any and all of your account registration and contact information for the Company’s provision of Services.

### **Services**

You may use the Site and Services, in accordance with and subject to the terms set forth herein. The Company may, in its sole discretion and at any time, discontinue providing any part of the Site and/or Services without notice.

Use of the Services and access to the Site is void where prohibited. By using the Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older, have your parent's or guardian's permission to enter into these Terms, or otherwise have the ability to form a binding contract; (d) in the event that you provide us with information regarding a third party, you have the

right to provide us with such information, including, where required under applicable law, subject to receipt of such person's consent and (e) your use of the Site or Services does not violate any applicable law or regulation or any obligation you may have to a third party.

The Services enable you to purchase and/or order tickets for certain restaurants or events (each an "**Event**") offered by different vendors (each a "**Vendor**") through the Site (each a "**Ticket Order**"), as detailed below.

### **Payment, Fees, and Event Registration**

Ticket Orders and prices of tickets are at the Vendor's sole discretion. The Company does not guarantee that the prices displayed on the Site necessarily reflect the price of a ticket as sold by the Vendors and tickets may be sold elsewhere at prices lower or higher than those displayed on the Site. The Company shall not be liable for any pricing errors, discrepancies, and/or inaccuracies which may exist between the prices displayed on the Site and the price actually charged by the Vendors and will not be liable for any damage caused to you or to any third party as a result of your reliance on the displayed prices.

A Ticket Order is not finalized until you have paid the fee and received an order confirmation via e-mail. Please note that an electronic confirmation and/or Event confirmation does not provide proof of a Ticket Order and does not bind the Company and/or the Vendors. Your purchase and registration as listed in the Company's database alone shall bind the Company. If, prior to the time of finalizing a Ticket Order, the event sells out, you shall be notified of such and shall not be charged for such Ticket Order. A Ticket Order does not include selection of seats for an Event and you hereby agree that a Ticket Order does not correlate to any assigned seat at an Event.

Payment of a Ticket Order shall be made with a credit card ("**Card**") on the Site. Your Card will be charged for your Ticket Order immediately. The Company will not process an order that attempts to use an incorrect, expired, or over-the-credit limit Card and shall have the right to terminate your account in such a case. We will make reasonable efforts to contact you if this occurs. However, in the event such an Order is processed, the Company and/or any of the Vendors reserve the right to collect funds for any uncollected transaction charges or fees owed. You shall be responsible and liable for any fees that the Company may incur in its efforts to collect any unpaid balances from you including, but not limited to, attorneys' fees and collection costs.

During periods of heavy traffic on the Site, you may not immediately receive an e-mail confirmation of your Ticket Order. In the event that you do not receive such confirmation within five (5) minutes of your purchase, please complete your Ticket Order a second time, as it is likely that your Ticket Order was not completed.

### **Receipt of Ticket Orders**

Ticket Orders are individual. In order to receive your ticket, you shall present to the Event vendor the credit card used to purchase the order, after which you shall receive a copy of the ticket. In certain circumstances, you may be requested to present your printed order confirmation.

### **Cancelling Orders and Refund Policy**

You are entitled to cancel your Ticket Order for Events in Israel in accordance with the terms of the Israeli Consumer Protection Law, 5741-1981 (the "**Consumer Protection Act**"). Solely for purposes of

convenience, the following is the manner and are the conditions under which you may cancel, in writing, a Ticket Order, in accordance with Section 14C(c) of the Consumer Protection Act, with specific regards to a distance sale transaction: (1) in a service purchase – within fourteen (14) days from the transaction date, and upon the condition that the cancellation shall occur at least two business days prior to the beginning of the services; (2) in a property purchase – from the transaction date and until fourteen (14) days following the receipt of the property or from the date of receipt of the document including the specific details mentioned in Section 14C(b) of the Consumer Protection Act, whichever is the later of the two; (3) you may not cancel a transaction for a purchase and/or service detailed in Section 14C(d) of the Consumer Protection Act; (4) Please note that the Events available for purchase through the Site are considered “recreational services” and, in accordance with Section 14C(d)(2) of the Consumer Protection Act, you may not cancel a Ticket Order within seven (7) days of an Event. For purposes of clarification, you may cancel such a Ticket Order so long as the cancellation is completed more than seven (7) days prior to the Event. A cancellation request must be made, in writing, through the “contact us” page on the Site.

In the event that you are eligible to cancel the Ticket Order, all subject to the Consumer Protection Act, and you opt to do so, the Company and/or the Vendors may, in accordance with Section 14E(b) of the Consumer Protection Act, charge a cancellation fee of up to 5% of the Ticket Order price or a fee of NIS 100, whichever is the lower of the two (the “**Cancellation Fee**”). Once a cancellation request has been submitted, the Company and/or the Vendors have up to fourteen (14) days from their receipt of the cancellation request, to cancel the Ticket Order charge, exclusive of the Cancellation Fee.

The provisions of these Terms should not be understood and do not impose upon the Company the liability of a “dealer,” as defined in the Consumer Protection Law, and therefore all duties imposed on a dealer, as defined in the Consumer Protection Law are imposed exclusively on the Vendors.

The Company and/or the Vendors reserve the right to cancel your Ticket Order in the event that the registration for such an Event does not meet the minimum required registration. In the event that the Company and/or the Vendors cancel an Event, you will be fully refunded.

### **Event Participation – Photographs**

You hereby expressly acknowledge and agree that by participating in an Event, your photograph (“**Photo**”) may be taken by different parties (including but not limited to photographers, press and the event organizer). You hereby expressly give your consent to the Company and anyone on its behalf to use the Photo at its discretion for no fee. You also acknowledge that a Photo may be utilized in combination with other materials, at the Company's or any relevant third party's discretion, including but not limited to worldwide publication of such Photo in social and/or any other means of media. You acknowledge that any and all rights relating to or arising out of an Events including any Photos taken on such Events are and shall at all times remain the property of the Company and Company may assign any such rights to any third party, at its sole discretion. You may request the Company to refrain from using your Photo and/or delete such Photo from the Company's database by sending an email to: [info@openrestaurants.com](mailto:info@openrestaurants.com). You hereby acknowledge that it is possible that any Photo has been published (including by a third party and not the Company) and may not be in the sole possession of the Company. You hereby agree to waive, and do waive, any legal or equitable rights or remedies you have or may have against us with respect to any publication and/or use and/or transfer and/or processing of any Photo.

### **Termination of Account**

The Company may terminate your account if you violate any of these Terms. Upon termination of your account, you shall not have any further access to your account including to any Content (as defined below) that may be available through your account.

If the Company believes, in its sole discretion, that a violation of these Terms or any illegal or inappropriate usage or behavior has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate usage or behavior regarding the Site and Services. We will fully cooperate with any law enforcement investigation or court order requesting or directing us to disclose the identity or behavior of anyone believed to have violated these Terms or to have engaged in illegal behavior. Any suspension or termination of your account shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

### **Content**

Certain types of content may be made available through the Site and/or the Services. “**Content**” as used in these Terms means, collectively, all the content on or made available through the Site or through the Services, including but not limited to, any pictures, photos, videos, articles, and information, and any modifications or derivatives of the foregoing. It is hereby clarified that Content uploaded by the site, including pictures and images of products and any modifications of such, are for illustration purposes only and do not and will not bind the Company. The posting of commercial and/or promotional Content on the Site by the Company is intended only to provide information and will not be construed as the Site recommending, encouraging, endorsing and/or sponsoring any such Content or service offered on the Site, as the case may be.

### **Use Restrictions**

You may not do or attempt to do any of the following: (1) attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Services or the Site without our prior written authorization, including framing or mirroring any part of the Site; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or the Site or features that prevent or restrict use or copying of any Content; (3) use the Site and/or Services in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, program search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Site; (5) use or access another user’s account or password without permission; or (6) use the Site or Services in any manner not permitted by these Terms.

### **Intellectual Property**

The Company and as the case may be, its licensors, own the Site and Services and all Content available therein, including all worldwide intellectual property rights in the Site and Services, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the Site and/or Services. You will not remove, alter or conceal any copyright, trademark, service

mark or other proprietary rights notices incorporated in the Site and/or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of the Company or any third party.

### **Disclaimers & Disclaimer of Warranty**

Your use of the Site and/or Services is at your sole discretion and risk. The Site and/or Services are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind. While we make reasonable efforts to provide Content that is informative and useful, we do not make any warranties or representations in respect of any Content.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE AND/OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITE AND/OR SERVICES; OR (II) THAT THE SITE AND/OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SITE AND/OR SERVICES.

We are not responsible for any incorrect or inaccurate Content posted on the Site or in connection with the Services, or information regarding an Event as provided by a Vendor. Some of the information relating to the products and/or services offered for sale on the Site, including but not limited to the price of Events, is received from the Vendors and is entered to the site “as is.” The Company does not check for accuracy of pricing and/or information provided by Vendors and shall not be liable for any discrepancies, inaccuracies, or errors in relation to the information or to the products’ and/or services’ nature or suitability for your needs. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

### **Third Party Applications and Services**

Portions of the Site and/or Services may involve linking to or using web sites belonging to third parties. The Site may also provide you with links to access the sites of third party vendors including, without limitation, for the purpose of reviewing or using their services. We have no control over third-party sites and/or mobile applications, and all use of third-party sites and/or mobile applications and services is at your own risk. Additionally, we cannot accept responsibility for any payments processed or submitted through such third party sites and/or mobile applications, or for the privacy policies of any such sites. We are not responsible for content or services available by means of such sites and/or mobile applications. We do not endorse any products or services offered by third parties and we urge our users to exercise caution in using third-party sites.

### **Limitation of Liability**

We assume no responsibility for any, and you shall not have any claim against the Company in relation to, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any of the Site and/or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any part of the Site and/or Services or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the Site and/or Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Site and/or Services, from any Content posted on or through the Site and/or Services, or from the conduct of any users of the Site and/or Services, whether online or offline.

The Company is not and will not be held responsible for, any claim of inaccuracy in the details provided by you at the time of the Ticket Order and/or for details that were not properly stored in the Company's computer system and/or for any damage, and/or any other claim in connection with the Ticket Order.

IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SITE AND/OR SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND OUR AGGREGATE CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER ANY AND ALL CAUSE OF ACTION SHALL BE LIMITED TO THE FEES RECEIVED FROM YOU BY COMPANY DIRECTLY RELATED TO A SPECIFIC CLAIM OR CAUSE OF ACTION.

### **Indemnification**

You agree to indemnify, defend, and hold the Company and our respective employees, directors, officers, subcontractors, service providers, and agents harmless against any and all claims, damages, or costs or expenses (including attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer or password; (b) any claim, loss or damage experienced from your use or attempted use of the Site and/or Services; (c) your violation of any law or regulation related to use of the Site and/or Services; (d) your infringement of any right of any third party related to use of the Site and/or Services; and (e) any other matter for which you are responsible hereunder or under applicable law.

### **Miscellaneous**

These Terms shall be governed by the laws of the State of Israel. You agree that any legal or equitable action of whatever nature by or against the Company arising out of or related in any respect to these Terms shall be brought only before the jurisdiction of the competent courts of Tel-Aviv, pursuant to any applicable Israeli laws pertaining to subject matter jurisdiction. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action against the Company must be brought within one (1) year of the date such cause of action arose. You shall not be entitled to assign any of your rights hereunder to any third party. The Company may assign and/or transfer its rights under these Terms, or any part thereof, to any company or third party at its sole discretion.

without prior notice. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and the Company or enables you to act on behalf of the Company. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled.

## **Privacy Notice**

We at Open Restaurants, operated by Merav Oren Management and Holdings (2008) Ltd. ("**Open Restaurants**" "**us**", "**we**", or "**our**") recognize and respect the importance of maintaining the privacy of our customers. This Privacy Notice describes the types of information we collect from you when you visit our website ("**Site**") and/or use our services ("**Services**"). This Privacy Notice also explains how we collect, process, transfer, store and disclose the information collected, as well as your ability to control certain uses of the collected information. If not otherwise defined herein, capitalized terms have the meaning given to them in the Terms of Service, available at <https://open-restaurants.co.il/privacy-policy/?lang=en> ("**Terms**").

Merav Oren Management and Holdings (2008) Ltd. is the data controller in respect of the processing activities outlined in this Privacy Notice. Oren Management and Holdings (2008) Ltd.'s registered office is Moshe zacut 4, Tel Aviv and its registration number is 514080423.

When you place a Ticket Order and participate in an Event organized and managed solely by a Vendor, the applicable Vendor also serves as a controller with respect to Personal Data (as defined below) related to such Event and Open Restaurants acts as a data processor and co-controller with respect to such Personal Data.

"**Personal Data**" means any information that refers, is related to, or is associated with an identified or identifiable individual or as otherwise may be defined by applicable law.

### **Privacy Notice Key Points**

The key points listed below are presented in further detail throughout this Privacy Notice. These key points do not substitute the full Privacy Notice.

- **Personal Data We Collect.** When you register, we collect Personal Data provided by you, such as your name, email address, credit card information and phone number. If you contact us for questions or complaints, we will collect the information related to your inquiry. We also collect Personal Data when you use the Site and/or Services, participate in an Event, or contact us with questions or complaints. When you visit our Site and/or use our Services, we automatically collect your IP address and operating system and other information about your use of the Site.
- **How We Use Your Personal Data.** We use the information (including Personal Data) we collect and/or receive mainly to administer and provide the Site and/or Services, contact you with administrative information, contact you with marketing offers, and improve the Site and Services.
- **Basis for Processing Your Personal Data.** Processing your Personal Data is necessary for the performance of the Terms and the provision of the Services to you. Processing the information for third-party marketing purposes is based upon your consent. Processing for the purposes of developing new and enhancing our products and Services, for the marketing of our products and services, for analytics and usage analysis, for fraud prevention and security and for our recordkeeping and protection of our legal rights – are all necessary for the purposes of legitimate interests that we pursue.
- **Sharing the Personal Data We Collect.** We share the Personal Data we collect with our service providers and subcontractors who assist us in the operation of the Site and with our marketing activities and process the information on our behalf and under our instructions. When you place a Ticket Order and participate in an Event, we also disclose your Personal Data to the applicable Vendor offering that Event.
- **International Transfer.** We use service providers and/or subcontractors and/or cooperate with or have business partners located in countries other than your own, and send them your Personal Data. We will ensure to have agreements in place with such parties ensuring the same level of privacy and data protection as set forth in this Privacy Notice. You hereby consent to such international transfer.
- **Your Rights.** Subject to applicable law and additional rights as set forth below, you may have a right to access, update and/or delete your Personal Data and obtain a copy of the Personal Data we have collected about you. You can change your mind at any time about your election to receive marketing communications from us and/or having your Personal Data processed for direct marketing purposes. You also have the right to object at any time to processing your personal data for certain purposes, including marketing purposes.
- **Use of Cookies and Similar Technologies.** We use cookies and similar technologies to help personalize your experience by helping save your settings and customizations across visits and for the functionality and security of our Site. You can adjust your settings to determine which cookies you do or do not allow. Changing your settings and/or deleting existing cookies may affect the Services.
- **Data Retention.** We retain information for as long as necessary for the purposes set forth in this Privacy Notice. To determine the appropriate retention period, we consider the amount, nature, and sensitivity of the Personal Data, the potential risk of harm from unauthorized use or disclosure of your Personal Data, the purposes for which we process your Personal Data and whether those purposes can be achieved through other means, as well as applicable legal requirements.
- **Security.** We implement industry standard measures aimed at reducing the risks of damage and unauthorized access or use of Personal Data, but they do not provide absolute information security. Such measures include physical, electronic, and procedural safeguards (such as secure

servers, IP range access limitation, firewalls, antivirus and SSL encryption), and access control and other internal security policies.

- **Children.** We do not knowingly collect personally-identifiable information from children under the age of sixteen (16). In the event that you become aware that an individual under the age of sixteen (16) has enrolled without parental permission, please advise us immediately.
- **Third-Party Applications and Services.** All use of third-party applications or services is at your own risk and subject to such third party's privacy policies.
- **Communications.** Subject to your consent and applicable law, we may send you e-mail or other messages about us or our Services. You can stop receiving future communications from us by following the UNSUBSCRIBE link located at the bottom of each communication, by emailing us at [info@openrestaurants.com](mailto:info@openrestaurants.com).
- **Changes to the Privacy Notice.** We may change this Privacy Notice from time to time and shall notify you of such changes.
- **Comments and Questions.** If you have any comments or questions about this privacy notice, or if you wish to exercise your legal rights with respect to your Personal Data, please contact us at [info@openrestaurants.com](mailto:info@openrestaurants.com) or by calling (+927) 050-649-0020.

### **Personal Data We Collect**

We collect information from you when you choose to use our Site and/or Services. In order to place a Ticket Order through the Site and receive related Services, you will be required to register and provide us with certain Personal Data, such as your name, email address, credit card information and phone number.

We also collect Personal Data when you make use of the Site, request information from us, sign up for newsletters or our email lists, complete online forms, or contact us for any other reason. Examples of the Personal Data that we collect from you when you engage in any of the activities detailed above, may include your name, phone number, and e-mail address. Such Personal Data may be collected by us through the Site.

In addition, when you use the Site, certain information may be automatically gathered about your computer or mobile device, such as operating system, IP address, device ID, as well as your browsing history and any information regarding your viewing and purchase history on our Site.

When you participate in Event, we also collect your photographs which may be taken by photographers, press or the event organizer.

It is your voluntary decision whether to provide us with any such Personal Data, but if you refuse to provide such information we may not be able to register you to the Site and/or provide you with the Services.

## **How We Use Your Personal Data**

### **General**

We and any of our trusted third-party subcontractors and service providers use the Personal Data we collect from and about you for any of the following purposes: (1) to provide you with the Site and/or Services; (2) to respond to your inquiries or requests, contact and communicate with you; (3) to develop new products or services and conduct analyses to improve our current content, products, and services; (4) to contact you with informational newsletters and promotional materials relating to our Site and Services; (5) to review the usage and operations of our Site and Services; (6) to use your data in an aggregated, non-specific format for analytical purposes (as detailed below); (7) to prevent fraud, protect the security of our Site and Services, and address any problems with the Site and/or Services and (8) to provide customer support.

### **Statistical Information**

By analyzing all information we receive, including all information concerning users, we may compile statistical information across a variety of platforms and users ("**Statistical Information**"). Statistical Information helps understand trends and customer-needs so that new products and services can be considered and so existing products and services can be tailored to customer desires. Statistical Information is anonymous and aggregated and we will not link Statistical Information to any Personal Data. We may share such Statistical Information with our partners, without restriction, on commercial terms that we can determine in our sole discretion.

### **Analytics**

We and/or our service providers or subcontractors, use analytics tools ("**Tools**"), including "Google Analytics" to collect information about the use of the Site and/or Services. Such Tools collect information such as how often users visit the Site, what pages they visit when they do so, and what other sites and mobile applications they used prior to visiting the Site. We use the information we get from the Tools to improve our Site and Services. Google's ability to use and share information collected by Google Analytics about your visits to this site is restricted by the Google Analytics Terms of Use located at <http://www.google.com/analytics/terms/us.html> and the Google Privacy Policy located at <http://www.google.com/policies/privacy/>.

### **Legal Uses**

We may use your Personal Data as required or permitted by any applicable law.

### **Basis for Processing Your Personal Data**

We use your Personal Data based upon the following legal bases: (i) when necessary for legitimate interests we pursue; (ii) when necessary for the performance of the Terms and the provision of the Services to you; (iii) when you have consented to such processing, and (iv) when necessary to comply with a legal or regulatory obligation.

The legitimate interests we pursue when processing your Personal Data include the following purposes: (i) developing and enhancing our products and Services; (ii) for analytics and usage analysis of our Site and/or Services; (iii) for the marketing of our products and Services; (iv) for fraud prevention and security; and (v) for our recordkeeping and protection of our legal rights. In conducting such processing activities, we balance these legitimate interests against the rights and interests of our users. If you would like more information regarding how we make such determinations, please contact us through the contact information specified below.

We rely upon receipt of your consent when processing your Personal Data for the purpose of marketing the products and services of third parties. You may withdraw your consent to such processing activities at any time by contacting us as detailed in this Privacy Notice. We will process your request as soon as reasonably possible, however it may take a few days for us to update our records before any opt out is effective.

Please note that we may process your Personal Data for more than one legal basis depending on the specific purpose for which we are using your Personal Data. Please contact us if you would like details about the specific legal ground we are relying on to process your Personal Data.

### **Disclosure of Information**

We share your information, including Personal Data, as follows:

#### **Business Partners, Service Providers, Affiliates, and Subcontractors**

We disclose information, including Personal Data we collect from and/or about you, to our trusted service providers, business partners, affiliates, subcontractors, who use such information to: (1) help us provide you with the Site and/or Services; (2) aid in their understanding of how users are using our Site

and/or Services; and (3) help us provide you with marketing materials, if you indicated your desire to receive them.

Such service providers, business partners, affiliates, and subcontractors include:

- The Vendor offering the Event for which you have placed a Ticket Order on our Site.
- Service providers based in Israel who provide ticket ordering and payment processing services.
- Service providers based in Israel who provide IT and system administration services.
- Service providers based in the United States who provide analytic services with respect to our Site.
- Service providers based in the United States who help us serve advertisements and provide other marketing services.

#### Data Controllers

When you place a Ticket Order and participate in an Event organized and managed solely by a Vendor, we also disclose your Personal Data to the applicable Vendor offering that Event, which acts as a co-controller with respect to the collection of Personal Data related to such Event. Please contact us if you would like the details and contact information of such Vendor.

#### International Transfer

We use subcontractors and service providers and have business partners and affiliates who are located in countries other than your own, such as Israel and the United States and send them information we receive (including Personal Data). We conduct such international transfers in order to operate and provide you with the Site and Services and to provide you with marketing materials, if you indicated your desire to receive them. We will ensure that these third parties will be subject to written agreements ensuring the same level of privacy and data protection as set forth in this Privacy Notice, including appropriate remedies in the event of the violation of your data protection rights in such third country.

Whenever we transfer your Personal Data to third parties based outside of the European Economic Area (EEA), we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your Personal Data to countries that have been deemed to provide an adequate level of protection for Personal Data by the European Commission.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give Personal Data the same protection it has in the EEA.
- Where we use providers based in the US, we may transfer data to them if they have been certified by the EU-US Privacy Shield which requires them to provide similar protection to Personal Data shared between the Europe and the US or any other arrangement which has been approved by the European Commission.

Please contact us through the contact information listed below if you would like further information on the specific mechanism used by us when transferring your Personal Data out of the EEA.

You hereby consent to such international transfer described above.

#### Business Transfers

We may transfer our databases containing your Personal Data if we sell our business or part of it, including in cases of liquidation. Information about our users, including Personal Data, may be disclosed as part of, or during negotiations of, any merger, sale of company assets or acquisition and shall continue being subject to the provisions of this Privacy Notice.

#### Law Enforcement Related Disclosure

We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity, behavior or (digital) content and information of or related to an individual, including in the event of any user suspected to have engaged in illegal or infringing behavior. We may also share your Personal Data with third parties: (i) if we believe in good faith that disclosure is appropriate to protect our rights, property or safety (including the enforcement of the Terms and this Privacy Notice); (ii) to protect the rights, property or safety of third parties; (iii) when required by law, regulation subpoena, court order or other law enforcement related issues; or (iv) as is necessary to comply with any legal and/or regulatory obligation. You can request such Personal Data as specified herein by emailing us at [info@openrestaurants.com](mailto:info@openrestaurants.com).

#### Other Uses or Transfer of Your Information

We allow you to use our Site and Services in connection with third-party services, sites, and/or mobile applications. If you use our Site and/or Services with or through such third-parties, we may receive information (including Personal Data) about you from those third parties. Please note that when you use third-parties outside of our Site and/or Services, their own terms and privacy policies will govern your use of those services.

#### Security

We make efforts to follow generally accepted industry standards to protect the Personal Data submitted to and collected by us, both during transmission and once we receive it, including by implementing the below:

Safeguards - The physical, electronic, and procedural safeguard we employ to protect your data include secure servers, firewalls, antivirus, IP range access limitation and SSL encryption of data.

Access Control - We dedicate efforts for a proper management of system entries and limit access only to authorized personnel on a need to know basis of least privilege rules and revoke access immediately after employee termination.

Internal Policies - We maintain and regularly review and update our privacy related and information security policies.

Personnel - We require new employees to sign non-disclosure agreements according to applicable law and industry customary practice.

Database Backup – Our databases are backed up on a periodic basis for certain data and which are verified regularly. Backups are encrypted and stored within the production environment to preserve their confidentiality and integrity and are tested regularly to ensure availability, and are accessed only by authorized personnel.

However, no method of transmission over the Internet, or method of electronic storage is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

### **Your Rights - How to Access and Limit Our Use of Certain Information**

You have certain rights in relation to the Personal Data that we or our co-controllers hold about you, as detailed below. For any requests to exercise such rights with respect to information held by our co-controllers, please contact the applicable co-controller directly. If you wish for us to notify all co-controllers, please specify that when you contact us in order to exercise any of your rights. We reserve the right to ask for reasonable evidence to verify your identity before we provide you with any information and/or comply with any of your requests, as detailed below:

- **Right of Access and Data Portability.** You have a right to know what Personal Data we collect about you and, in some cases, to have the information communicated to you. Subject to the limitations in applicable law, you may be entitled to obtain from us a copy of the Personal Data you provided to us (excluding information that we obtained from other sources) in a structured, commonly-used, and machine-readable format, and you may have the right to (request that we) transmit such Personal Data to another party. If you wish to exercise this right please contact us letting us know what information in particular you would like to receive and/or transmit. Subject to applicable law, we may charge you with a fee. Please note that we may not be able to provide

you with all the information you request, for instance, if the information includes Personal Data about another person. Where we are not able to provide you with information that you have asked for, we will endeavor to explain to you why. We will try to respond to any request for a right of access as soon as possible.

- **Right to Correct Personal Data.** Subject to the limitations in applicable law, you may request that we update, correct or delete inaccurate or outdated Personal Data and/or that we suspend the use of Personal Data, the accuracy of which you may contest, while we verify the status of that Personal Data. We will correct your Personal Data within a reasonable time from the receipt of your written request thereof.
- **Deletion of Personal Data (“Right to Be Forgotten”).** In certain circumstances you have a right to have Personal Data that we hold about you deleted. Should you wish to have any Personal Data about you deleted, please contact us, using the contact information specified in this Privacy Notice. Subject to applicable law, we will delete Personal Data provided to us by a user within a reasonable time from the receipt of a written (including via email) request by such user to delete such collected Personal Data. We cannot restore information once it has been deleted. Please note that to ensure that we do not collect any further Personal Data, you should terminate your account with us and clear our cookies from any device where you have used our Site. We may retain certain Personal Data (including following your request to delete) for audit and record-keeping purposes, as well as other purposes, all as permissible and/or required under applicable law. We may also retain your information in an anonymized form.
- **Direct Marketing Opt Out.** You can change your mind at any time about your election to receive marketing communications from us and/or having your Personal Data processed for direct marketing purposes. If you do, please notify us by contacting us as detailed in this Privacy Notice. We will process your request as soon as reasonably possible, however it may take a few days for us to update our records before any opt out is effective.
- **Right to Object.** Subject to applicable law, you may have the right to object to processing of your Personal Data including for the purpose of direct marketing.
- **Supervisory Authority.** If you are a European Citizen, you may have the right to submit a complaint to the relevant supervisory data protection authority.

### **Data Retention**

Subject to applicable law, we retain information as necessary for the purposes set forth above. We may delete information from our systems, without notice to you, once we deem it is no longer necessary for the purposes set forth in this Privacy Notice. We may also retain your information in an anonymized form. In addition, retention by any of our processors may vary, in accordance with the processor's retention policy.

To determine the appropriate retention period, we consider the amount, nature, and sensitivity of the Personal Data, the potential risk of harm from unauthorized use or disclosure of your Personal Data, the purposes for which we process your Personal Data and whether those purposes can be achieved through other means, as well as applicable legal requirements.

We retain payment information for a period of three months. We retain this information for such period to provide you with our Services and for our audit and record keeping purposes. We retain contact information and information with respect to your use of our Site and Services, as necessary for our ongoing marketing needs.

### **Cookies and Similar Technologies**

We use cookies and similar technologies to help personalize your experience when using the Site. Third parties through which we provide the Services and/or our business partners may be placing and reading cookies on your browsers, or using web beacons to collect information in the course of advertising being served on different websites. By visiting and using this Site, you accept the use of and placement of cookies and other similar technologies on your device as specified herein.

#### **What are Cookies?**

A cookie is a small piece of text that is sent to a user's browser or device. The browser provides this piece of text to the device of the originating user when this visitor returns.

- A "session cookie" is temporary and will remain on your device until you leave the Site.
- A "persistent" cookie may be used to help save your settings and customizations across visits. It will remain on your device for much longer or until you delete it.
- First-party cookies are placed by us, while third-party cookies may be placed by a third party. We use both first- and third-party cookies.
- Information may also be collected through web beacons, which are small graphic images ("pixel tags"), which usually work together with cookies in order to identify users and user behavior. These may be shared with third parties.

We may use the terms "cookies" to refer to all technologies that we may use to store data in your browser or device or that collect information or help us identify you in the manner described above.

#### **How We Use Cookies**

We use cookies and similar technologies for a number of reasons, for example, in order to help personalize your experience by helping save your settings and customizations across visits and for the functionality and security of our Site.

The specific names and types of the cookies, web beacons, and other similar technologies we use may change from time to time. However, the cookies we use generally fall into one of the following categories:

Type of Cookie	Why We Use These Cookies
Necessary	These cookies are necessary in order to allow the Site to work correctly. They enable you to access the Site, move around, and access different services, features, and tools. Examples include remembering previous actions (e.g. entered text) when navigating back to a page in the same session. These cookies cannot be disabled.
Functionality	These cookies remember your settings and preferences and the choices you make (such as language or regional preferences) in order to help us personalize your experience and offer you enhanced functionality and content.
Security	These cookies can help us identify and prevent security risks. They may be used to store your session information to prevent others from changing your password without your login information.
Performance	These cookies can help us collect information to help us understand how you use our Site, such as whether you have viewed messages or specific pages and how long you spent on each page. This helps us improve the performance of our Site.
Analytics	These cookies collect information regarding your activity on our Site to help us learn more about which features are popular with our users and how our Site can be improved.

### How to Adjust Your Preferences

Most Web browsers are initially configured to accept cookies, but you can change this setting so your browser either refuses all cookies or informs you when a cookie is being sent. In addition, you are free to delete any existing cookies at any time. Please note that some features of the Services may function improperly when cookies are disabled or removed.

### Third Party Cookies

- Google Analytics (Analytics, Performance)
- Websuit (Necessary, Functionality, Security)

### Third-Party Applications and Services

All use of third-party applications or services is at your own risk and subject to such third party's privacy policies.

## **Communications**

Subject to your consent and applicable law, we may send you e-mail or other messages and/or a newsletter about us or our Services. You may remove your Personal Data from our mailing list and stop receiving future communication from us by following the UNSUBSCRIBE link located at the bottom of each communication or by emailing us at [info@openrestaurants.com](mailto:info@openrestaurants.com). You will also be given the opportunity to unsubscribe from commercial messages in any such e-mail or message we send. Please note that we reserve the right to send you service-related communications, including service announcements and administrative messages relating to your account, without offering you the opportunity to opt out of receiving them. Should you not wish to receive such communications you may cancel your account.

## **Children**

We do not knowingly collect personally-identifiable information from children under the age of sixteen (16). In the event that you become aware that an individual under the age of sixteen (16) has enrolled without parental permission, please advise us immediately.

## **Changes to the Privacy Notice**

When making placing a Ticket Order on the Site, you shall be asked to register and accept the terms of this Privacy Notice. If you do not agree with the terms hereof, please do not use the Site. We may update this Privacy Notice from time to time – in which case, we shall notify you of such changes. We will post the updated Privacy Notice on this page. Please come back to this page every now and then to make sure you are familiar with the latest version. Any new Privacy Notice will be effective from the date it is accepted by you.

## **Comments and Questions**

If you have any comments or questions about this privacy notice, or if you wish for us to amend or delete your Personal Data, or exercise any other of your legal rights, please contact us at [info@openrestaurants.com](mailto:info@openrestaurants.com) or by calling (+927) 050-649-0020.

Last updated: September 2018

