

## **TERMS OF SERVICE**

### **General Provisions**

Osek Patur (sole businessperson) Avshalom Tsybrov, located in Jerusalem

Nothing in these terms shall derogate from the provisions of any law, including the Consumer Protection Law 1981 and regulations enacted thereunder, and to the extent that a conflict between the provisions of these terms and the provisions of the law is discovered, the provisions of the law shall apply.

The website is intended to provide the user with information about the company's products and services, information about promotions, ways to contact the Company etc. The products displayed on the website can be purchased through the website (distance selling) when are in stock and according to these terms.

The company is not obligated to provide a product that is not in stock and display all the available products on the website, and the user waives any claim involved as a result.

In rare cases possible mistakes in information about the products and services on the website, including their prices. These mistakes are resulting from a human error or a typos. In these cases the user will not be able to benefit of the error and he will be asked to purchase the product or service at the correct price.

Use of the website governed by these Terms of Service.

Every user and/or performer of a purchase operation on the Company's website (hereinafter: "the Customer"), declares – by the fact of use of the website and/or making the purchase that he is aware of and accept the Terms of Service. And that he and/or anyone on his behalf will not have any claim and/or demand against the Company, and/or the operators of the site, and/or anyone on

their behalf, except for claims related to the breach of the obligations by the Company and/or the operators of the website according to these terms.

Wherever in these terms the masculine pronoun is used, it also means feminine in the literal sense.

## **Promotions**

The Company's website may offer products and services at special promotions and/or special discounts etc. The Company does not guarantee that every promotion it conducts will apply to all customers. It is emphasized that the Company is entitled to change or cancel promotions at its sole discretion.

The Company may at any time cancel or change any promotion.

## **Making order**

To have an order carried out quickly and smooth, the Customer must take care to provide the correct details, otherwise the Company will not be able to guarantee the order. Filling in complete and accurate details about the Customer and the means of payment are necessary for carrying out the purchase operation.

While making an order the Customer can either choose paid delivery option or pick up the order himself at the designated location.

At the checkout, the Customer must provide details of a credit card details or an alternative mean of payment (e.g. PayPal), the number of payments and to confirm the transaction. Sometimes, when buying over a certain amount, the website operator may ask the Customer to send an image of his identity card, in light of the credit company's safety instructions.

After the transaction is confirmed by the credit company (or a financial organization performing the function of payment gateway), a notification of successful payment will be displayed on the

computer screen. After that, within 24 hours, the Company will confirm the availability of the products in the warehouse.

In the event that the transaction is not approved by the financial organization, the transaction will not be valid and the order will be void and canceled.

The order will be considered complete only upon receiving approval from the financial organization, and the company is not obligated toward the customer as long as the order has not been approved by the financial organization.

All the orders approved by the financial organization will be assigned an appropriate status on the website.

Purchasing on the Company's website constitutes inclusion into the Company's customer list, which might be part of the Company's direct mail distribution.

### **Right to purchase**

Any individual over 18 years of age, acting either on his behalf or on behalf of an eligible legal entity, has the right to purchase products and services offered on the Company's website.

A prerequisite for approving the purchase transaction is that the Customer is qualified to perform binding legal actions. If he is a minor (under the age of 18) or is not entitled to perform legal actions without the approval of a guardian or a legal entity as mentioned above, the purchase action will not obligate the Company.

### **Restricted actions**

The company may prevent the Customer from purchasing on the website in any of the following cases:

- The Customer violated one of the provisions of these Terms of Service.

- The Customer provided the Company with incorrect details when placing an order and/or afterwards.
- The Customer has committed an act or omission that could harm the Company or its staff or owners, or the proper operation of its website, or anyone on its behalf, or a third party.

Submitting false information about the means of payment is a criminal offense and subject to the prosecution.

## **Warranties**

The sole responsibility for the products, their quality, durability, ability to operate properly and the specification applies solely to the guarantor (usually the manufacturer) and not to the Company.

Making purchase, the Customer declares that the contents of this section have been brought to his notice and that he will not have any claim or demand against the Company or anyone on its behalf, and against the website operators in connection with the above. The warranty certificate from the warranty holder will be delivered upon delivery of the product (if any).

## **Delivery**

The products will be delivered to the Customer by a third party (the shipping company), within the time specified on the shipping company's website. In case of delays in the delivery, the company will be exempt from liability for these delays.

The shipping price is not related to the price of the products offered on the website and is an additional cost. The shipping price may depend on the delivery destination and the amount, size, weight of the products.

The Company will not be responsible for delay in delivery or non-delivery caused as a result of force majeure or events beyond the Company's control including lockdown, strikes etc.

In the event of exceptional transportation and/or delivery outside of Israel, an additional fee may be charged.

When transferring the order to the Customer, the Company or the shipping company representative may require the presence of the credit card holder when delivering the product or presenting the identity card of the credit card holder, or the credit card holder's signature on a voucher as a condition for delivery of the product.

The Company reserves the right to change the handling and shipping fees from time to time. The valid price is displayed at checkout at the moment of purchase.

### **Transaction cancellation**

Pursuant to Section 14C (c) (1) of the Consumer Protection Law, 1981 (hereinafter: "the Consumer Protection Law"), the Customer has the right to cancel the purchase by notifying the Company within fourteen days from the date of the purchase or receive of the product, or the date when the Customer received a document containing purchase details according to section 14C (b) of the Consumer Protection Law, whichever is later.

The above 14-day period is extended to four months if the Customer is a disabled person, a senior citizen or a new repatriate, provided that the participation in the transaction included a dialogue between the Company and the Customer, including through electronic communication.

to the Company's e-mail: [boardgames.jewish@gmail.com](mailto:boardgames.jewish@gmail.com)

In the cancellation notice the Customer must specify his name, ID number and information of the product or service he wants to cancel.

In the event of cancellation of a purchase pursuant to section 14F of the Consumer Protection Law and not for the reasons stated above, provisions of the Consumer Protection Law (Cancellation of Purchase) 2010 will apply, including with regard to the condition that the Customer returns products to the seller and that the products are not damaged and used.

A customer who has purchased a product for home delivery and wishes to cancel the purchase, will notify the Company of the cancellation no later than 12 hours before the delivery time. A customer who does not notify on the set date as stated, will be charged a shipping fee.

In any case of the Customer requesting cancellation of the purchase after the product has been shipped, the Customer must return the product at his own expense as far as possible or reasonable in its original packaging, complete and without damage or spoilage to any of the Company's branches.:

The cancellation of the purchase will be in accordance with the provisions of section 14E of the Consumer Protection Law. Namely:

- In the event of cancellation due to a defect in the product or a discrepancy between the product and the details provided to it, the Company will return to the Customer within 14 days the transaction amount paid by him and cancel his commission, without cancellation fee. As soon as the product has reached the Customer, he must return it to the Company and notify the Company.
- In case of cancellation due to other reasons, the Company will return to the Customer within 14 days the same part of the transaction price paid by him and cancel his commission, except for cancellation fees at a rate not exceeding 5% of the product price or NIS 100 – whichever is lower. As soon as the product has reached the Customer, he must return it to the Company and notify the Company.
- The Company may claim damages if the value of the product has decreased as a result of a significant deterioration in its condition.

If the Customer requests return of the product, whether the product has reached the Customer or is on its way to him, the Customer will bear the cost of transporting the product.

A product whose packaging has been damaged or broken as a result of improper use will not be returned. Additional conditions: no replacement/return of a product that has been tailor made; no replacement/return of lost product parts (light bulb, battery, ink cartridge, etc.); no replacement/return of care product (for hygiene reasons); no replacement/return of a computer accessory, camera, MP3 device, software or movie that can be copied.

## **Payments**

Payment by the Customer of the order using a credit card is subject to the approval of the payment by the financial organization.

When purchasing a product in installments, in accordance with the payment terms specified on the website, the Customer will be charged by credit card (subject to the credit company's approval) by debiting his account once a month in fixed payments that already include the interest. Additional amounts in respect of the purchase, if any, will be charged on the usual billing dates of the buyer's credit card, in accordance with the purchase terms.

All prices displayed on the Company's website include VAT. The prices do not include transportation and installation expenses, as well as any additional or other expenses that may apply.

## **Miscellaneous**

The company reserves the right to change these Terms of Service or update them. Any purchase transaction is subject to the provisions of these terms.

Information on the website regarding products not manufactured by the Company is provided by the manufacturers of those products and the Company does not verify this information before publishing it. The Company shall not be liable for any inconsistency, omission, misrepresentation or error in the information received as aforesaid.

The product images displayed on the website are for illustration purposes only, and there may be differences between the real products and their images, and the Customer will not have a claim in all that is involved and as a result.

In the event that factors or events beyond the control of the Company delay or make it impossible to sell the product or its part, affect the date of delivery of the product to the Customer, change the tax rates or fees applicable to the ordered products by more than 5%, the Company has the right to cancel deal and notify the Customer about it.

In the event that an unusual and obvious error occurs or is discovered in description of the product, its price, the payment terms specified next to it, its image or any other material related

to the product the Company has right to cancel the purchase at any time until delivery to the Customer.

If it becomes clear to the Company that it cannot, within its normal means, supply the products to the Customer or is unable to guarantee that the shipping companies can deliver products to the Customer's residence, the Company may cancel the purchase at any time before the products are shipped.

If the purchase is canceled as stated above, the Company will return to the buyer the full amount he paid (if paid) and/or cancel the charge of his credit card and the Customer will not be entitled to any compensation for cancellation of the purchase.

The presentation of the products on the Company's website does not express an opinion regarding their nature or quality.

Any notification to the Customer will be made by SMS or email in accordance with the details entered by him into the system during the purchase process. Such notice sent by SMS or email will be considered as received by the Customer within 7 days from the date of sending.

The Company is not responsible for the proper operation of the website, and for the security of the information on the website, although it will act for that purpose. The user of the website will not have any claim involved and resulting therefrom.

### **Privacy and data security**

The Company makes efforts to protect the privacy of its customers.

In this context, no sensitive information related to the customers and their accounts is passed on to third parties and no information is stored about the means of payment, account number and credit card details, thus preventing the possibility of a third party accessing these data. These details are transferred directly to the server of financial organization.



The Company undertakes to act in accordance with the provisions of the law, including the Consumer Protection Law 5741-1981 and Amendment No. 40 to the Communications Law (Bezeq and Broadcasting) 5742-1982.

Without derogating from these terms and conditions, the Company may, at its absolute discretion, collect and store any information resulting from the use of the website.

The Customer is not obligated to provide his personal details and such details will be provided according to his determinism in case he decides to purchase a product on the website.