

# Contract of Payment Services and Terms of Use

## Prepay Account Management Application

### 1. Summary of our terms

- 1.1 This contract of payment services and Terms of Use (hereinafter also: “**The Terms of Use**”) constitute a contract of payment services that complies with the law as defined below. Through using the account, the customer will be able to carry out the following actions:
  - 1.1.1 Transfer money between the accounts of the customers of the financial service provider.
  - 1.1.2 Transfer money by the customer from his account to the rechargeable PrePay debit card that he owns.
  - 1.1.3 Transfer the money that is charged in the application to external accounts.
  - 1.1.4 Transfer money from external accounts to the application; such a transfer can be carried out in three ways: one, a bank transfer to the trust account as mentioned in paragraph 4.5; two, debiting the credit card; three, depositing cash in any of the service points that will be published on the **PrePay Website**.
- 1.2 In order to use the application and the various services, the customer must install the application in his compatible telephone device and register as the customer of the financial service provider.
- 1.3 The service is intended for customers who are older than 18 and hold a supporting mobile phone that complies with the technical requirements of the application which according to the technological developments will be updated from time to time.
- 1.4 The agreement between the customer and the financial service provider is not limited in time. The customer or the financial service provider may suspend or terminate the agreement according to these Terms of Use.
- 1.5 The financial service provider may suspend the account and limit the customer’s use of the account and the services, if it is required according to the provisions of any law or for other reasonable grounds.
- 1.6 The customer may use the services of the financial service provider subject to the limitations of charging money into the application, transfers of funds from accounts of a third party or thereto (including a rechargeable card which is owned by the customer) or depositing cash through the service points that are stated in these Terms of Use – according to the limitations that are included in these Terms of Use in detail.

- 1.7 A payment order as mentioned in paragraph 4.1 cannot be cancelled by the transferring customer. Therefore, prior to the transfer, the transferring customer must corroborate the identity of the beneficiary to which the payment order is transferred. PrePay and the financial service provider will not be responsible for the customer's mistake during the transfer, and they will not be responsible at all for a possible consideration against the transfer.
- 1.8 The registration for the account and the opening of the account does not include a payment to the Company or to the financial service provider.
- 1.9 Notwithstanding the aforesaid, in exchange for the services, all or part thereof, the customer account will be charged according to the rate of the commissions of the financial service provider as will be updated from time to time on the **PrePay Website** – [www.pre-pay.co.il](http://www.pre-pay.co.il). In any event of updating the rate of the commissions, the financial service provider will deliver a message through any method and manner of his choice according to the details of the agreement that were delivered by the customer, at his discretion.
- 1.10 The financial service provider may condition transactions through an increased verification detail, which verifies the identity of the payer with a high degree of certainty, as will be determined by the financial service provider from time to time.
- 1.11 In the event that any of the parts of the essential component that is at the customer's possession is lost or stolen (including the loss of the supporting device, a hack or a leakage of information that relates to the verification detail that is at its disposal for a third party) or his account has been misused, the customer will have to contact the Company via telephone and via the e-mail address that is specified below at the earliest possible opportunity.
- 1.12 The financial service provider may change these Terms of Use from time to time, and it will notify the customer after any such change. The version of the Terms of Use is the most updated version that is published on the Company's website or in the app.
- 1.13 The customer may at any time notify the company about his rejection of the Terms of Use, and such notification will be considered as the customer's notification about the discontinuation of the agreement with the Company and with the financial service provider. The customer's decision to agree to the Terms of Use or not to make any decision on his behalf will be noted as an agreement to these terms.

## 2. **General Definitions**

**"Payment Methods"** – according to the term's definition in the law, with respect to these Terms of Use, the payment method is the application, while specific actions that are performed thereby implement the sequence of the actions that are required for the purpose of granting a payment order as defined below.

**"The Company"** – PrePay Electronic Payments Ltd., Private Company No. 515753606.

**"Financial Service Provider"** – Y.S. Holdings and Property Management, No. 060742509, which is a "senior dealer" as defined in Section 115 (A) to the Financial Services Supervision Law (Regulated Financial Services), 2016 (inter alia through the Company); subject to an advance notice to the customer, the financial service provider may change into another financial service provider which has the right license.

**"Application"** - an application that connects the customer to a financial service provider, through which it will be able to carry out the actions that are stated in paragraph 4 to these Terms of Use. The application is intended for supporting devices, and it can be downloaded in the application store of Apple or of Google.

**"The Account"** - an application for managing an account that connects the customer to a financial service provider, through which it will be able to carry out the actions that are stated in paragraph 4 to these Terms of Use and in accordance with his definition in the Terms of Use that are mentioned below.

**"Payment Order"** – according to the definition of this term in the law, ordering the financial service provider to carry out a transfer or to receive funds in the account through the Company, to load money to the account or to the rechargeable card (which is also a payment method).

**"The Law"** – the Law of Payment Services, 2019.

**"The Customer"** - the customer of the financial service provider who completed the registration to the application and his registration was not rejected by the financial service provider - in accordance with the terms that are set forth below in these Terms of Use.

**"The Services"** - all the services that can be received through the application as stated in these Terms of Use.

**"External Accounts"** - bank accounts in Israel and in other countries which will be published on the **PrePay Website** and will be updated from time to time, provided that they are not included in the list that will be published by the Ministry of Justice in accordance with Section 2 (C) to the Order of Prohibiting Money Laundering (Obligations of Identification, Management of Notes by a Business Service Provider to Prevent Money Laundering and the Financing of Terrorism, 2014, and the Authority for Prohibiting Money Laundering and Financing Terrorism.

**"Business Day"** - every day excluding Fridays (from 1 p.m.) and Saturdays; statutory holidays; days of rest; national holidays and religious holidays which require a day of rest according to the Jewish Calendar, including eves of national holidays and religious holidays as mentioned above and according to any law, including decisions of administrative authorities which the financial service provider is subject to. Without derogating from the aforesaid, the financial service provider may change the business days during which it operates according to the directives of the Bank of Israel including the Banking Directives (Service to the Customer) (the Date of Crediting and Debiting with Checks).

Each Business day will start at 9 a.m. and end at 5 p.m.

**"Supporting Device"** - a device that is based on an Android or an IOS operating system, which complies with the technical requirements of the application and which is connected to the Internet and supports the receiving of SMS messages. The customer must make sure that mailings that are received from PrePay and from the financial service provider are not forwarded to the spam box and are not blocked due to the customer's instructions to the Company or to his cellular operator.

**"Intensified Verification Detail"** – according to the term's definition in the law, the verification details that will be determined by the financial service provider are those that from his aspect verify the identity of the user with a high degree of certainty, including the username, a hardened password and/or a biometric means of identification that will be determined by the user and which it will have to keep in absolute confidentiality. In some cases, the financial service provider will require an additional means of identification - at its discretion.

**"Essential Component"** – according to the term's definition in the law, a component or a combination of components which are unique to the customer and are an integral part of the account, through which the customer will be able to allow the financial service provider to carry out the payment order in the account through the Company. The component that is essential to the customer is the supporting device in which the application was installed plus a username, a hardened password or a biometric means of identification which are only known to the customer and are completely controlled thereby.

**"Misuse"** – the use of an account or of its essential component by anyone that is not the customer and is not the person who was authorized by the company to carry out the payment orders.

### 3. About us

Pre-Pay is located in the financial center of Israel and, jointly with Psagot Investment House and numerous other companies, it is included in the Public Company Value Capital One Ltd. The service is provided through the various companies in the Group and through business partners that hold a license for providing a service that relates to a financial asset and/or a license to provide a credit service on behalf of the Capital Market, Insurance, and Savings Authority **rather than by PrePay**. The service is provided according to the highest standards of information security and protection of privacy.

### 4. Our service

4.1 The following actions can be carried out through using the application:

- 4.1.1 Transfer of money between the accounts of the customers of the financial service provider;
- 4.1.2 Transfer of money by the customer from his account to a rechargeable PrePay debit card that is owned thereby;
- 4.1.3 Transfer of the money that is loaded in the application to external accounts;

4.1.4 Transfer of money from external accounts to the application; such a transfer can be carried out in three ways: One, a bank transfer to the trust account as stated in paragraph 4.5; two, charging the credit card; and three, a cash deposit at one of the service points that are published on the **PrePay Website**. The customer must keep the documentation of such a deposit for a period that will not be less than one year.

4.1.4.1 The list of the countries to which transfers to external accounts can be carried out may be updated from time to time at the discretion of the financial service provider and the provisions of the law.

4.2 Some or all of the uses are subject to complying with the security measures that are required by law and in accordance with the policy of the financial service provider. It is clarified that some of the services may be provided by third parties with which the financial service provider entered into an agreement. The financial service provider may remove from or add to the existing services at any time or discontinue the rendering of some of the services at its sole discretion.

4.3 It is clarified that the financial service provider will not be responsible for any use that it will make of the services which do not comply with these Terms of Use or with the law.

4.4 A copy of the records of the financial service provider or of any part of the records that are stated in these Terms of Use will be considered as prima facie evidence for the existence of the records and admissible evidence for the notes therein.

4.5 The funds that will be transferred as part of the customer's activities will be deposited in a trust account in Psagot Investment House Ltd. until the date on which they are transferred to external accounts as defined in these Terms of Use or their deposit in the rechargeable PrePay debit card. The financial service provider may hold at its discretion funds of several customers in the designated account, but it does not affect the separate registration of the accounts of all the customers of the financial service provider.

## **5. How to use the applications**

5.1 In order to use the account and the services, the customer must install the application in his compatible telephone device and register as the customer of the financial service provider.

5.2 The service is intended for customers over the age of 18 that have a supporting mobile phone that meets the technical requirements of the application and will be updated from time to time in accordance with technological developments.

5.3 When registering to the account, in addition to the complete "Get Familiar with the Customer" procedure as instituted in the law and in these Terms of Use, the user will be required to verify his identity, his address, his personal telephone phone number to which an SMS message will be sent to verify the customer's phone number, his email address to which an email will be sent to verify the customer's email address.

- 5.4 After completing the registration and in order to log into the account, the customer will be required to enter identifying details to verify his identity. Without derogating from the generality of the aforesaid, the customer will be required to verify his identity through these means, in its entirety or in part thereof: Username; password; mobile phone number; biometric identification (for supporting devices); verification code that will be sent via an SMS message.
- 5.5 After login into the account, the user will be able to transfer or to receive the money that is loaded in the account through:
- 5.5.1 A direct transfer to the bank account of another person through filling out the details of the bank account of the beneficiary including the bank number, the branch number and the bank account number. A transfer to foreign bank accounts requires the completing of additional or other identifying details, such as bank account number, branch code, bank code, control number and country code.
- 5.5.2 A transfer to a beneficiary who has an active account of the financial service provider through using the phone number of the beneficiary or his account number. In this way, the financial service provider will charge the account of the transferring customer and will credit the account of the customer to which the money was transferred. The phone number of the customer to which the money is transferred will constitute a “Unique Identification Code” as defined in the Law of Payment Services, 2019.
- 5.6 A payment order as stated in paragraph 4.1 cannot be cancelled by the transferring customer. Thus, before the transfer, the transferring customer must corroborate the identity of the beneficiary to which the payment order is transferred. PrePay and the financial service provider will not be responsible for the customer’s mistake while carrying out the transfer, and they will not be responsible for a possible consideration against the transfer.
- 5.7 While receiving a request to issue a payment to another customer – the customer must corroborate that he identifies and knows the sender of the request (the other customer) and the phone number from which the request for payment was sent; do not transfer money and payments to a phone number or to a requestor that is unknown and unidentified while receiving the request for the payment.

## **6. The agreement period**

- 6.1 The agreement between you and the financial service provider will begin with the financial service provider’s approval of the customer’s request to open the account, and it will remain valid until the termination of the agreement according to the customer's request or the initiative of the financial service provider. It will also comply with the provisions of the law and with these Terms of Use. In general, the agreement between the financial service provider and the customer is for an indefinite period.

- 6.2 The customer has the option to terminate the agreement at any time by contacting the customer service center according to the provisions stated in the **PrePay Website** or in the margins of these Terms of Use. The termination of the agreement will come into force within one business day after completing the actions that are required for closing the account as well as taking care of the balance that is accumulated in the account as will be implemented through coordination with the customer.
- 6.3 The financial service provider may terminate the agreement with the customer subject to giving an advance notice of 45 or at the earliest possible opportunity subject to the fulfillment of the exceptional circumstances that are specified in these Terms of Use below or according to the law.
- 6.4 Suspension of the service of the account:
- 6.4.1 The customer has the option to temporarily suspend the account and the services for a period of up to 14 days. Such a request for suspension will be also carried out through a request to the customer service center of the financial service provider or through an application. In addition, the customer also has the option to cancel the suspension before the date of the end of the suspension period through a request to the Company - as far as it was carried out thereby. In such a case, the suspension will be cancelled within two business days from the date of the request. The financial service provider reserves the right to condition the cancellation of the suspension with respect to certain actions that will be defined thereby for the purpose of securing the customer's information and complying with the various provisions of the law.
- 6.4.2 The financial service provider may suspend the account and limit the customer's use of the account and the services, if it is required according to the provisions of any law or for other reasonable grounds. With respect thereto, the following will inter alia be considered as reasonable grounds – a suspicion for the violation of the Law of Prohibiting Money Laundering and Financing Terrorism, fear of breaching the security of the application or any of the essential components of the application, fear for misusing the application, fraud, or real concern that the customer will not be able to pay off his liabilities towards the financial service provider as far as such exist. In the event of a suspension by the financial service provider, the customer will receive the details of the grounds for the suspension in writing, unless such details may thwart the purpose for which the suspension is required.
- 6.4.3 It will be clarified that the customer may continue owing for the payment orders that were given thereby prior to the suspension of the use or the termination of the service.
- 6.4.4 During the suspension period, the account or the services will not be able to be used, but the customer will be still able to check the details of his account. After the termination of the suspension period, the account will operate again and it will be possible to use it at the earliest possible opportunity.

- 6.5 Without derogating from the generality of the provisions of this paragraph (hereinafter: **“The Agreement Period”**), the financial service provider may at any time decide about the termination of the agreement with the customer or the suspension of his use of the account or the services, if it is required according to the law and in each of the following cases:
- 6.5.1 A suspicion for violating the Law of Prohibiting Money Laundering and Financing Terrorism;
  - 6.5.2 Breaching or the fear of breaching the security of the customer’s account;
  - 6.5.3 In any event of an illegal activity or of the existence of a reasonable suspicion for an illegal activity;
  - 6.5.4 The customer violated a fundamental term of the terms included in these Terms of Use;
  - 6.5.5 In any case of a difficulty in verifying information that was conveyed by the customer;
  - 6.5.6 A suspicion arose for carrying out a prohibited activity, including contacts with users whose account was suspended or blocked or third parties which are suspicious in carrying out a prohibited activity.
  - 6.5.7 For any other reason at the sole discretion of the financial service provider.
- 6.6 The customer is aware that deleting the application of the account from the customer’s supporting phone does not constitute the termination of the agreement between it and the financial service provider.
- 6.7 Immediately after the termination of the agreement, the customer will not be allowed to carry out actions in his account including permissions of viewing, editing or updating. The financial service provider may at its discretion allow a customer who terminated his agreement with the financial service provider to access the details of his account subject to its requirements.
- 6.8 After the termination of the agreement, the customer is required to withdraw the remaining balance of the funds that are accumulated in his account. As far as the funds that are accumulated in the customer’s account are withdrawn, the financial service provider will be permitted to collect management fees as specified in these Terms of Use or in the website of the financial service provider.
- 6.9 The financial service provider reserves its right to carry out an examination and an investigation in any case in which at its sole discretion a suspicion arises that an illegal action was taken, that the customer conducted itself improperly or for the violation of these Terms of Use. It is clarified that the financial service provider is obligated to fully cooperate with competent administrative authorities, and it will act according to any judicial order that will be given thereto.



## 7. **Restrictions**

- 7.1 The customer may use the services of the financial service provider subject to the following restrictions:
- 7.1.1 Loading more than NIS 50,000 from the customer's bank account to the account will require the approval of the financial service provider.
  - 7.1.2 Financial transfer from the bank accounts of a third party to the account:
    - 7.1.2.1 A transfer of more than NIS 20,000 will require the approval of the financial service provider.
    - 7.1.2.2 A cumulative monthly transfer of more than NIS 50,000 will require the approval of the financial service provider.
  - 7.1.3 A cash deposit to the account – through the loading points of the financial service provider:
    - 7.1.3.1 A single deposit: NIS 10,000.
    - 7.1.3.2 A cumulative monthly deposit of NIS 20,000.
    - 7.1.3.3 A cumulative annual deposit of NIS 120,000.
  - 7.1.4 Financial transfers from the account:
    - 7.1.4.1 A cumulative monthly transfer of more than NIS 10,000 to the customer's bank account will require the approval of the financial service provider.
    - 7.1.4.2 Loading the PrePay card subject to the card's terms of use, as stated in the **PrePay Website**.
    - 7.1.4.3 Transfer between accounts: No more than NIS 12,000 per month and more than 10 transfers per month.
    - 7.1.4.4 Bank transfers to a third party: A cumulative monthly transfer of more than NIS 10,000 per month to the bank account of a third party will require the approval of the financial service provider.
    - 7.1.4.5 Bank transfers to a bank account abroad: A cumulative monthly transfer of more than NIS 30,000 per month to a bank account abroad will require the approval of the financial service provider.
- 7.2 The financial service provider may from time to time change the amounts that are stated in this paragraph. The updated amounts will be stated in the **PrePay Website** in the link [www.pre-pay.co.il](http://www.pre-pay.co.il).

## 8. **Commissions and additional payments**

- 8.1 The registration to the account and the opening of the account do not include payment to the Company or to the financial service provider.
- 8.2 Notwithstanding the aforesaid, as far as the account and the services are used during a period of six (6) consecutive months, the financial service provider may collect a management fee from you as far as it is specified in the rate of the commissions that is published in the **PrePay Website**.
- 8.3 The customer is fully and exclusively responsible towards the financial service provider for any charge that will be imposed thereon due to actions or omissions of the customer contrary to these Terms of Use or according to the law.
- 8.4 In exchange for the services, all or part thereof, the customer's account will be charged according to the rate of the commissions of the financial service provider as will be updated from time to time on the **PrePay Website** in the link [www.pre-pay.co.il](http://www.pre-pay.co.il). If the rate of the commissions is updated, the financial service provider will give a notice through any method and manner of its choice according to the contact details that were provided by the customer, at its discretion.
- 8.5 The financial service provider may deduct the commissions for which it is eligible from the funds that will be received or accumulated in the customer's favor in his account and to credit his account with the funds after deducting the aforementioned commissions.
- 8.6 The financial service provider will transfer the full amount with respect to which the payment order was given to the beneficiary, and it will not deduct any commission or another debit therefrom. It will be clarified that the aforementioned will not limit a provider of payment services to the beneficiary from deducting an amount.
- 8.7 Unless stated otherwise, the commissions that will be collected by the financial statements do not include taxes, mandatory payments and any other payment whose collection will be carried out according to the law or by any competent authority which is not located in Israel. In addition, it is clarified that the customer may be charged with commissions by third parties as part of carrying out actions in the account, including the transfer of funds from the account to other accounts.
- 8.8 As part of the services, commissions and costs that will be charged by third parties for debits for using the account and for depositing funds or carrying out conversions of funds through third parties may apply.

## 9. Becoming familiar with the customer

- 9.1 As part of the registration, the customer will be required to give the Company personal details of identification, such as: Full name, Id. No., address, e-mail, telephone number and any additional information and documents that will be required by the financial service provider. Inter alia and at the discretion of the financial service provider, the customer will be required to present an identity card or verified copies of two identity cards for the purpose of implementing the procedures of becoming familiar with the customer, the registration of the customer details and their verification and the identification of the customer as required by law including the Law of Prohibiting Money Laundering and Financing Terrorism (Obligations of Identification, Report and Management of Registrations of Service Providers in a Financial Asset and Providers of Credit Services to Prevent Money Laundering and Financing Terrorism), 2020 (hereinafter: “**The Law of Prohibiting Money Laundering**”).
- 9.2 The financial service provider may condition transactions through an intensified verification detail which verifies the identity of the payer at a high certainty level, as will be determined by the financial service provider from time to time (including the use of biometric methods of identification, a two-stage verification, etc.). Without derogating from the aforesaid, if the customer did not provide such verification details or the identification and verification details did not result in identifying the customer at a high certainty level, the financial service provider may suspend the implementation or the completion of the requested transactions.
- 9.3 The customer undertakes to provide the Company with real, accurate, correct and complete information. In addition, the customer undertakes to update the information that was conveyed by you as part of the registration in order to maintain its correctness and its completeness. The financial service provider may suspend, cancel or reject the opening of the account or the rendering of the services at its sole discretion if information that is not real, up-to-date, complete or accurate was provided during the registration or thereafter, or if the Company or the financial service provider have reasonable grounds to assume that the information that was provided is not real, up-to-date, complete or accurate as mentioned above. It is clarified that at any time after the implementation of the registration, the financial service provider may contact you for the purpose of completing details, certificates and written proofs.
- 9.4 The financial service provider reserves the right not to approve the registration of a specific user without providing the explanation for rejecting the request.
- 9.5 In order to avoid any doubt, it is clarified that the registration is limited to creating one account per an. In addition, it is clarified that the use of the account or the services is designated for personal use only. The account or the services must not be used for the purpose of providing financial service to third parties.
- 9.6 The customer undertakes to protect the supporting device in which the application is installed with reasonable means of protection, to frequently update the operation system of the supporting device, to lock the device in a way that will only allow the user to open it and not to disclose the aforementioned log-in details to any other party. The financial service provider is not responsible for any damage or loss that will be caused to the customer as a result of a hack into the account or any other action that will be carried out in the account.

- 9.7 As part of providing the service and the registration procedure, the customer allows the Company to transfer any information that it has to the financial service provider, and it also allows the Company and the financial service provider to keep certain information about him as required by law and according to the policy of the financial service provider. The use of this information and of any other information about the customer is subject to the privacy policy of the financial service provider, and it will only be used if it is required by a competent administrative authority or according to a judicial order.
- 9.8 In order to avoid any doubt, it is hereby clarified that all the transactions and the actions that are carried out through the account and the services will be registered and documented by the financial service provider. The financial service provider will fully protect the customer's privacy, and it will not transfer any information about him, unless it is represented with a demand from a competent administrative authority or according to a judicial order and according to the privacy policy of the financial service provider.
- 9.9 Notwithstanding the aforesaid, the financial service provider may on a current basis transfer the customer details, all or part thereof, to third parties through which the financial service provider provides the service.

**10. The responsibility of the user and the financial service provider for using the account and the risks that lie therein**

- 10.1 Subject to any law, the financial service provider, its employees and its functionaries will not be responsible towards the customer and towards third parties for damage, loss, expenses and payments that may be caused, directly or indirectly, as a result of using the account and carrying out payment orders or money transfers through it.
- 10.2 The financial service provider will not be responsible towards the customer or towards any third party whatsoever while carrying out any action in the account and the services, as far as this action is not regulated in the Terms of Use or is carried out in violation of the law.
- 10.3 The Company or the financial service provider will not be considered as a party to any transactions that are carried out by the customer. It will be clarified that the financial service provider is the provider of the account which constitutes a platform on the basis of which transfers are carried out and payments are issued according to the customers' desire. The financial service provider will not be responsible at all in the event in which a service provider refuses to accept payment through the account.
- 10.4 In order to avoid any doubt, the financial service provider is not responsible towards any of the parties for the consideration that will be or was provided with respect to the payment order. The financial service provider will also not be responsible for the actual supply, quality and quantity of the goods or the services on account of which the order was carried out.

- 10.5 The financial service provider provides the services of the account and acts through additional parties in order to provide the optimal end-to-end service. The customer is therefore aware that in spite of the efforts of the financial service provider to properly provide the services, it is not obligated and it will not be responsible in the event that the use of the application or the account is not interfered with and will be continuously provided as a result of any malfunctions whatsoever, such as malfunctions at third parties, communication and network lines, Bezeq's facilities, etc.
- 10.6 From the very nature of the type of service that is provided by the financial service provider which is based on computer communication systems, malfunctions which originate in malicious actions may be caused, including: Virus, worm, Trojan Horse, bug, spyware, malware and any other computer code, file, application or software program which may damage or which were intended to damage the operation of the application. The financial service provider operates according to the provisions of the law and in addition thereto in order to protect itself from such damages. Nevertheless, complete blocking is impossible and there may be damages and losses as a result of malicious actions. In such a case, the financial service provider will act towards repairing the damage within a reasonable period of time, and it will not be considered responsible for damages that will be caused as a result of this malicious activity.
- 10.7 Without derogating from the provisions of these Terms of Use, the financial service provider will be exempt from responsibility for any damage or expense which may be caused to the customer, directly or indirectly, as a result of each or more of the following:
- 10.7.1 A malfunction in the systems, the software programs or the applications that are controlled by the customer, even if they were caused by malwares or by any other hindering factor;
- 10.7.2 Interruption in the communication lines which the customer uses for the purpose of data communication;
- 10.7.3 Please note! The financial service provider will never demand from you all the data of logging into the system. Thus, the customer promises not to disclose these details, and it will be responsible for a prohibited use which originates in such a disclosure of details.
- 10.8 As part of the engagements or the transfers of funds to these parties, additional conditions and charges which arise from the aforementioned transactions may apply. The customer is exclusively responsible for examining the conditions and the consents that apply to the implementation of these transactions. The financial service provider will not be responsible in any event of a contradiction between the Terms of Use and the conditions or the consents of a third party.
- 10.9 In the event of a concern for the disclosure of the customer's access details or the theft of the supporting device, the customer must immediately log-in to his customer account, as far as possible, to change his verification details and to immediately contact the financial service provider.

- 10.10 It will be emphasized that damaging or hacking the ROM and its equivalents to the operation system of the supporting device, the downloading of external APK applications and any other action that you took contrary to the Terms of Use of the supporting device, of the operation system or of the application store may damage the information security and the rendering of the services.
- 10.11 In the event that any of the parts of the essential component that is at the customer's possession is lost or stolen (including the loss of the supporting device, a hack or a leakage of information that relates to the verification detail that is at its disposal for a third party) or his account has been misused, the customer will have to contact the Company via telephone and via the e-mail address that is specified below at the earliest possible opportunity.
- 10.12 The customer undertakes to act according to the instructions that he will be given by the financial service provider. The date of the conveyance of the information by the customer will be defined as "the date on which the notice was given" as instituted in the law after which the customer will not be responsible for the misuse of the account.
- 10.13 For payments that were issued before the date of the delivery of the update, the financial service provider may charge the customer according to the amounts of the limitation of the responsibility for misuse which are instituted in the law as follows (whichever lower):
- 10.13.1 A fixed amount of NIS 75 plus NIS 30 for each day from the date on which the customer becomes aware of the loss or the theft of the essential component or of the misuse in the account to the date on which the update was delivered, and if the notice was given within no more than 30 days from the date of the loss or the theft of the essential component or the implementation of the misuse – the amount will be limited to NIS 450;
- 10.13.2 The amount of the payments that were actually issued.
- 10.14 The provisions that relate to the limitation of the responsibility before the aforementioned update was delivered will not apply in the event in which the essential component was transferred to a third party by you, whether the essential component was misused with your knowledge or not. Notwithstanding the aforesaid, the provisions of this sub-clause will not apply if one of the following cases occurs:
- 10.14.1 The essential component was placed at the disposal of a third party under reasonable circumstances for safeguarding purposes only or it was placed at the disposal of a provider of payment services for the purpose of carrying out a payment order;
- 10.14.2 The misuse was carried out after the essential component that was placed at the disposal of the third party was stolen from that person or lost thereby.
- 10.15 It is clarified that the limitation of the aforementioned responsibility will not apply in any event in which it becomes clear that the customer acted maliciously or with negligence. In such an event, the full and sole responsibility for the misuse will apply to the customer.

## 11. Miscellaneous

- 11.1 The financial service provider may from time to time change these Terms of Use, and it will notify the customer after each such change. The version of the Terms of Use is the most updated version which is published in the website of the financial service provider or in the application.
- 11.2 The customer may at any time notify the Company about its rejection of the Terms of Use, and the aforementioned notification will be considered as a notification on behalf of the customer about the termination of the agreement with the financial service provider. The customer's decision to agree to the Terms of Use or not to give any decision on his behalf will be noted as consent to these terms.
- 11.3 The financial service provider will contact the customer via the details that were provided by the customer and via messages that will be sent by the application that is installed in the supporting device. Thus, the customer must update the financial service provider with any change in his contact details. The aforementioned messages and updates will be considered as if they were received and read on the date on which they were sent by the financial service provider.
- 11.4 As long as the customer does not instruct the Company otherwise, the Company and the financial service provider may use the information that was conveyed by you for marketing and direct mailing according to its privacy policy.
- 11.5 The contact details with the financial service provider for urgent messages:
  - 11.5.1 E-Mail address: [cs@pre-pay.co.il](mailto:cs@pre-pay.co.il)
  - 11.5.2 Tel.: +972-3-5410410
  - 11.5.3 WhatsApp: +972-3-5410410
  - 11.5.4 Website: [www.pre-pay.co.il](http://www.pre-pay.co.il)
- 11.6 The only law that applies to the use of the account and the services, including the Terms of Use, is the Israeli Law. The only judicial competence to judge in all the matters that relate to this agreement will be granted to the competent courts in the Tel-Aviv-Jaffa District.
- 11.7 The financial service provider may assign, endorse or transfer its rights or obligations according to the Terms of Use to any third party subject to the undertaking of that third party to act according to the law and without its infringement of the rights that are granted to the customer.
- 11.8 These Terms of Use are written in the male gender for convenience purposes only, but they are intended for men and women alike.
- 11.9 These Terms of Use were recently updated on January 25, 2023.

## **Appendix A**

### **Rechargeable Voucher Terms and Conditions – Prepay Loyalty Program**

Digital rechargeable vouchers are an additional service for the company's customers. The digital voucher is issued by Dolce Vita Way of Life Ltd. (hereinafter "Dolce Vita"), which manages and operates the loyalty program.

Company customers may load a one-time amount of up to ILS 5,000 on the voucher, with an ILS 15,000 limit per calendar month. The customer may hold a maximum balance of ILS 10,000 on the voucher.

Loading the voucher grants customers of the company a 10% discount at a variety of stores and restaurants. (For example, loading ILS 100 costs ILS 90, reflecting a 10% discount, which will be charged from the wallet account)

After loading credit in the Prepay Loyalty Program app, the subscriber receives a redemption code in the app that they must present for the purchase (hereinafter the "rechargeable digital voucher" or "voucher").

The resulting fixed code serves as a reusable payment method, based on the amount loaded on the voucher, that may be used at the various businesses participating in the program.

Use of the voucher in the businesses is subject to the posted terms and conditions of use for each business, as found on the site [www.pre-pay.co.il](http://www.pre-pay.co.il) and in the company's app.

A customer who loads money and uses the voucher service must accept the present terms and conditions and undertake to act in accordance with their provisions and not make any claim in this regard in any event.

It is clarified that the company or Dolce Vita may change the discount rate to which the customer is entitled at their sole discretion.

The term, restrictions and limitations of the voucher may vary based on the policies of the various merchants, as they may be from time to time. It is further clarified that a publication by a business on the benefits site does not oblige Dolce Vita to keep it on the benefits site as a business that allows purchases through the voucher, and the businesses that honor the voucher may change from time to time. Neither Dolce Vita nor the company bears any liability in connection with the businesses' policies or the inability to realize the voucher benefit in a particular business due to the business's policies and/or due to a change in the list of businesses at which the voucher may be used.

The company and Dolce Vita may add and/or remove businesses and/or locations from the list of businesses that is published and periodically updated on the site at their discretion, subject to giving notice.

The company and Dolce Vita reserve the right to change the provisions of any and all sections of this appendix as they deem fit.

#### **Digital rechargeable voucher usage instructions:**

1. A digital rechargeable voucher may be used as a cash payment method, subject to the provisions of these terms and conditions, at the merchants/businesses/suppliers published on the benefits website.
2. The voucher is valid for 5 years
3. A customer may load a one-time sum not exceeding ILS 5,000 (five thousand shekels) and a total of up to ILS 15,000 per month.
4. A customer may hold a maximum balance on the voucher of ILS 10,000.



5. Payment with the voucher to purchase products and/or services at the merchants and businesses published on the website grants the company's customers all the rights to which a paying customer is entitled by means of cash payment, except for the limitations and restrictions specified in these terms and conditions and/or on the benefits website and/or in the businesses' policies.
6. Purchases may not be made at the businesses in installments, by credit or by phone, in accordance with the given business's policies.
7. A malfunction in the automatic device or an inability to use the benefit in a business does not constitute grounds for a claim and/or complaint on the part of the customer.
8. Wholesale purchases may not be made on the voucher. Gift vouchers and/or cards cannot be purchased with the voucher.
9. The voucher cannot be redeemed for cash, and the remaining balance after partial use will not be repaid.
10. A transaction using the voucher may be "split," i.e., part of the transaction amount is paid using the digital rechargeable voucher, depending on the amount of money loaded on the voucher, and part is made by other payment methods at the discretion of the company customer.
11. Balance inquiries and transaction details regarding the digital voucher can be found in the app on the rechargeable digital voucher page.
12. The customer is solely responsible for checking whether the voucher is loaded before making a purchase.
13. Charging malfunctions do not serve as grounds for a claim and/or demand and/or action against Dolce Vita and/or the operator and/or the businesses and/or anyone on their behalf.
14. No refunds will be issued to the card as described above when a voucher expires and/or after a merchant is removed from the list of businesses.
15. If a transaction is canceled, the money will be returned to the voucher.
16. If the customer wishes to withdraw money from the voucher back to the app, they must withdraw the full amount loaded.

#### Cancellation:

1. The voucher (the fixed code) is the sole responsibility of the customer who holds it. The company and/or Dolce Vita are not liable for the loss of the code. In such an event, the customer is not entitled to compensation from the company or Dolce Vita and is solely liable for any damage caused to him or her.
2. For the avoidance of doubt, Dolce Vita and/or the company may determine various provisions regarding credits and cancellations at their sole discretion and as updated from time to time in these terms and conditions and/or the businesses' policies.

#### Liability and responsibility:

1. The products and/or services offered by the businesses are the sole liability of the businesses. Responsibility for the quality and supply of the products and services that are purchased from the businesses with the voucher does not lie and will not lie with Dolce Vita and/or the operator, but rather solely with the businesses.

2. Failure to honor the voucher as a result of communications malfunctions in the business cash register and/or in communication processes does not serve as a cause of action against Dolce Vita and/or against the company and/or the business.
3. The voucher may be used to purchase products and/or services in the stores of the businesses bearing the logo of the businesses.
4. It is not possible to purchase products marketed by the business in stores that are not published on the site.
5. A voucher that is not fully or partially used by its expiration date will expire and be canceled, and this will not grant its holder any right, benefit, demand or claim against the business and/or the company and/or Dolce Vita. Furthermore, the voucher's validity will not be extended past the expiration date.
6. Use of the voucher is subject to the policies of the participating businesses, including in the event of cancellation of a purchase or return of goods purchased by means of the voucher, when the business will act in accordance with the policies it has established and subject to the provisions of any law. It is the responsibility of the subscriber to keep abreast of the business policies appearing in the businesses' terms and conditions.
7. It is clarified that if a subscriber contacts the company to dispute a transaction regarding loading the voucher or a transaction made in a business and proved by the subscriber's signature on the transaction voucher, the company may freeze his or her rights to use the app until the debt created due to such a transaction dispute is settled.

**Privacy policy applicable to use of the rechargeable voucher:**

Use of the rechargeable digital voucher is a service that the company provides to its customers within the framework of use of the application; therefore it is subject to both the privacy policy of the company's app published also on the Company's website at the address: [www.pre-pay.co.il](http://www.pre-pay.co.il) and the policy clauses listed below.

1. Before using the voucher, please make sure that the terms of the app's privacy policy and the sections below are clear to you and you have no objection to providing such details.
2. In deciding to use the voucher service, you authorize the company and Dolce Vita to collect information about your behavior, your browsing habits, products and services you have purchased, information and advertisements you have seen in the app, the smartphone by which you access the websites, your location, details about you that you gave when using the benefits and/or the services advertised in the app and/or the voucher.
3. The use of the information collected will be kept in the database registered with the Privacy Protection Authority and managed by Dolce Vita and will be used for operational purposes such as providing support to the user and for marketing purposes such as offers such as promotions and benefits.
4. You give your consent to Dolce Vita and authorize it to transfer your details from time to time to parties engaged in statistical analysis and mailing, to the customer service center and to the businesses at its discretion for the purpose of realizing the objectives of the rechargeable digital voucher, and these entities may use the information transferred to them for the purpose of efficient service to the users of the voucher.