

## **Customers Club Regulations – Zozobra Group (hereinafter: "the Club")**

### **1. General**

- 1.1 These regulations are intended to regulate the rules by which the customer club of the Group (as defined below) is managed.
- 1.2 A client that joins the Group's club assumes the rules of these regulations, including all terms, benefits and exceptions thereof, and undertakes to follow them. Every club member will be considered as having read and agreed to the provisions of these regulations.
- 1.3 Subject to the provisions of these regulations, the Group reserves the right to change, at any time as it elects and according to its exclusive discretion, among other matters, the track and/or terms for joining and/or the scope/type of benefits and/or terms of membership in the customers club and/or the provisions of these regulations.
- 1.4 Captions in these regulations are intended for convenience and orientation only and will have no significance as to the interpretation of the provisions thereof. In these regulations, use of masculine form is done for convenience only. Thus, references in these regulations in the masculine form shall also be considered as references in the feminine form (for all purposes).

### **2. Definitions**

- 2.1 **"The Group"** – the following companies: (a) Zozobra Kfar Sava Ltd.; (b) Zozobra Ltd.; (c) Zozobra City Ltd., all of which operate restaurants in the Zozobra chain.
- 2.2 **"The Company"** – any of the companies specified in section 2.1.
- 2.3 **"The Club"** or **"the Customers Club"** – the Group's customers club.
- 2.4 **"Member"** or **"Club Member"** – member of the customers club, according to the terms specified in these regulations.

### **3. Joining the Club and Membership**

- 3.1 Any person interested (subject to the terms of these regulations) in joining the customers club will perform the registration process through one of the following two options: (a) online, through a joining form that is sent through a link by any of the Group companies to the customer's mobile phone number. In case of change in the mobile phone number, the customer is obligated and is responsible for updating the Group as to the change; and (b) manual/physical registration at one of the Group's branches.
- 3.2 A club member must fulfill all of the following cumulative conditions: (a) he is a private person; (b) he is an adult over the age of 18; (c) he completed a form for joining the club through one of the options specified in section 3.1 above; and (d) he meets (and will meet during his period of club membership) all club membership conditions. In any case, the following will not be allowed as club members – corporations and/or businesses and/or business clients and/or organizations and/or associations.
- 3.3 The club membership period will be as of the date of joining and registration and for a period of one calendar year (12 months) only. It is clarified that at the end of such year, renewal of the membership will be automatic and subject to the format of the regulations as such may be at the time of renewal, and that the benefits and/or membership terms might change in relation to those as existing at the time of the member's initial joining to the club.
- 3.4 The Group reserves the right to begin collecting, according to its exclusive discretion, annual membership fees for membership in the customers club. It is clarified that in such case, renewal of the membership period will not be done automatically and the member will receive an update of the change a reasonable time before the renewal date, so that the renewal is done only after arrangement of the payment and with the customer's consent.

- 3.5 Notwithstanding the aforesaid, the Group reserves the right not to approve the registration and addition of any individual as a club member and/or not to approve extension/renewal of club membership and/or terminate membership in the Group's customers club, for any reason, as it deems proper and without being required to provide reasons for its refusal and/or decision (subject to any relevant law) (also in case of an individual that apparently meets all membership conditions as specified herein).
- 3.6 The Group reserves the right to terminate the activity of the club by notice circulated to the members in a reasonable and acceptable manner as determined thereby. Termination of the club's activity, at the Group's initiation, will enable the member to realize the benefits accumulated thereby (if any) during a period of 9 months after the notice date, or a longer period as set by the Group, according to law, except benefits the realization period for which is shorter, according to the Group's instructions and guidelines in connection with any benefit (and subject to law).
- 3.7 In case of termination of the Group's activity in its entirety, the Group will have no obligation as to realization and/or redemption of the benefits and/or other accumulation credited to the club member as of the activity termination date.
- 3.8 A member interested in canceling, at his initiative, his club membership, will apply in writing to the Group (according to the means of contact specified below). The member will be retracted from the list of club members within 14 business days afterwards. A member that has not realized the benefits he accumulated until the date of his request to cancel his club membership will lose his entitlement to realization of the benefits and will not be entitled to any payment and/or compensation of any kind from the Group and/or its behalf.

#### **4. Marketing Media and Advertisements**

- 4.1 The Group's notices, including, without limitation, regarding change and/or addition and/or retraction done and/or that the Group intends to do, in the regulations and/or the additional benefits and/or any matter regarding the entitlement of the Group's club member to take part in the program and/or termination of his activity, etc., will be done by the Group as it deems proper, according to its exclusive discretion.
- 4.2 It is clarified that at the time of joining the Group's customers club, the customer may mark whether he approves or refuses receipt of advertisements, notices and marketing material (hereinafter: "**Marketing Mail**") that the Group distributes and/or will distribute in the future, according to Amendment no. 40 of the Communication Law (Telecommunication and Broadcasts), 5768-2008, as to sales, discounts and exclusive benefits provided and/or that will be provided to the club members in the future, through email messages or SMS or push messages (push messages from the Group's application, including marketing material, advertisements, or any other information according to the Group's discretion) sent directly to the client's computer or mobile device, and to be included, for this purpose, in the distribution list of the Group's club members. Subject to law, as a default, the option permitting sending the marketing mail messages might be marked in the manner specified above. Avoiding the marking of the option that allows sending marketing SMS messages will not permit the completion of the registration process due to the fact that joining the club includes the obligation to receive the first notification (at least) that officially updates the client via SMS that they complete the registration. Thereafter, the club member will be entitled to remove himself from the distribution list of benefits or promotions.
- 4.3 For removal of doubt, the Group is exempted from the obligation to provide notice as to benefits or sales to a club member, whether or not he approved receipt of marketing mail and/or failed to provide a valid mobile phone number or proper email address, and the club member will have no claim against the Group as to non-receipt of the publication.
- 4.4 Subject to the provisions of paragraph 4.2, a customer who does not wish to be included in the distribution list in order to receive the SMS messaging service will act in accordance with the instructions in the SMS messages received and remove himself from the distribution list or contact

the group in writing and ask to remove him from the list. It is clarified that a club member who removes himself or requests to be removed from the distribution list, will not receive notifications regarding benefits to which he is entitled and / or new benefits of the group, and may miss these benefits and for the avoidance of doubt, no eligibility will apply retroactively.

4.5 Subject to the provisions of paragraph 4.2, a customer who does not wish to be included in the mailing distribution list for the purpose of receiving an e-mail delivery service, will remove his address by clicking on the designated place in the e-mail.

## **5. Personal details of the member; updating thereof; use thereof by the Group**

- 5.1 The club membership is conditional, among other matters, on completion of an application form to join the club, which includes the following details as to every member: (a) full name; (b) date of birth; (c) ID number; (d) gender; (e) address; (f) mobile phone number; (g) email details; (h) consent or refusal to receipt of marketing mail as specified below; (i) date of completion of the form and/or joining the club; (j) the member's signature; and (k) marriage date (if relevant) (hereinafter: "**the Registration Form**").
- 5.2 Without derogating from the aforesaid, it is clarified that completion of the following details as to the member are a **mandatory** condition for joining the club: full name; date of birth; mobile phone number and consent or refusal to marketing (receipt of marketing mail as specified below).
- 5.3 The responsibility for completion of the details on the registration form and the updating of the details is upon the member, who undertakes to provide only correct and precise details. In any case, the Group and/or its behalf will not be responsible for non-receipt of any benefit by the member and/or notice and/or any other right as to the membership in the club as a result of failure by the member to properly provide the contact details and/or provided such details in part only or failed to timely update his relevant personal details.
- 5.4 By joining the club, through completion of the details on the registration form, the member expresses his consent as to registration of his details in writing and/or by magnetic media, according to the Group's decision, and his inclusion in the Group's database of customers, which is held, operated and maintained according to Tabit Technologies Ltd. (hereinafter: "**the Database**" and "**Tabit**", respectively). The customer acknowledges that the club is managed by Tabit and accordingly Tabit will be provided with information that might be personal for the purpose of management of the database.
- 5.5 Subject to these regulations, the Group will use the information received from the member directly, as well as information collected and accumulated in the database or information generated based on analysis of such information (e.g. purchase habits, including quantity of purchases / orders / visits at restaurants, purchase amounts, average per diner, etc.), for the sake of the Group's marketing and sales promotion, including for the purpose of, if agreed, application (in general or personally) to the club members by direct mailing or any other means of communication (such as telephone, mail, fax, email, SMS, etc.), for the purposes of management and operation of the club.
- 5.6 The Group will be entitled, according to its discretion and subject to law, for the sake of direct mailing to the club members, to transfer the details of the club members (for identification of the club member only), to any entity that actually performs, for the Group, the direct marketing to the club members.
- 5.7 By completion the registration form on the site, the member acknowledges that the direct mailing and/or the advertisements might include advertisements of the Group, and he hereby provides his informed consent to receipt of the same as part of the direct mailing/the advertisements as aforesaid and he shall have no claim and/or argument and/or demand against the Group and/or any person on its behalf in this respect.
- 5.8 Without derogating from the aforesaid, a club member will be entitled to apply in writing to the Group offices (as specified below) and request the specifics of the information held regarding him in

the database and to demand that such information be deleted from the database and/or that it not be provided to any person, for a limited or indefinite time.

5.9 In addition, the member is entitled to demand from the Group to remove himself from the direct mailing lists on the club's relevant channel.

## 6. Benefits

### General

Upon joining the customers club, the member will be entitled to benefits from the Group, including as specified below (without derogating from the Group's right to change the benefits according to its discretion and subject to the law).

## 7. Points accumulation benefit

7.1 As a member of the customers club, for purchase from any of the companies, the member will enjoy accumulation of points according to the mechanism below ("**the Accumulation Benefit**"). The points accumulated through this benefit may be realized for future purchases by the member from the companies.

7.2 Within the framework of every purchase using cash or credit card payment method and within the framework of every accumulative benefit, the member will be entitled to accumulation of points reflecting 8% (eight percent) of the total amount of the net purchase amount (including VAT) – after **deduction** of discounts and/or compensation and/or realization of points and/or vouchers and/or promotions given to the customer at the time of purchase inasmuch as they are given) and/or delivery fees (in the event that delivery is ordered). It is clarified that the Group is permitted to change, by advance notice, this accumulative benefit and/or the manners of exercising this accumulative benefit.

7.3 For this benefit, the customer is required to identify himself (through name and phone number as provided at the time of registration to the customers club). It is clarified, for the removal of any doubt, that the exclusive responsibility for identification for the sake of entitlement to points and receipt of this benefit is upon the customer only (whether when ordering through the orders site of the Group or when performing a frontal order at a restaurant). The customer acknowledges that there is no option of accumulating points as part of the club retroactively, that is, for purchases done before joining as a club member and/or for purposes performed thereby without identifying himself as required.

7.4 In any case, until the company advises otherwise, in case there are several diners that are members of the customers club, only one of the diners will be entitled to the benefit and to accumulate the points for such order.

7.5 In case the payment for the order is performed through cards or technological platforms of purchase/subsidization of meals, such as Cibus, Wolt, Tenbis, Goody, Buy Me, etc. ("**the Platforms**"), no points may be accumulated for such purpose (even if only part of the amount was paid through such benefit cards. For removal of doubt, and subject to agreements of the Group with the companies that operate the platforms, the accumulated benefits may not be realized through the Platforms).

7.6 Once the effect of the club membership expires, no benefit may be received and/or realized, until renewal of the membership in the club according to the terms as applicable at that time.

- 7.7 The accumulation is personal to each member. The accumulation benefit may not be sold or transferred to another person or member. In any case, the accumulation benefit and/or any other benefit given by the Group may not be redeemed for money and/or any other benefit, either during the club membership period or afterwards.
- 7.8 The club members might be entitled to receive additional benefits beyond the accumulation benefit, according to the sole discretion of the Group and as set by the Group from time to time.
- 7.9 The Group reserves the right to update and/or change, from time to time, the benefits given to members as part of the customers club or cancel the same (fully or partially), subject to notice to the club members, and none of the club members will have any claim in this respect towards the Group and/or its behalf.
- 7.10 No benefits will be given retroactively for entitling purchases performed before joining the club or due to failure to be identified as a member at the time of purchase.
- 7.11 The benefits that may be realized at restaurants operated by the Group (that is, at Zozobra branches only).

## **8. Information and details**

For receipt of information and inquiry of details, including response to questions on any matter related to the club, you may apply to the Group's customer service by email, at: [info@zozobra.co.il](mailto:info@zozobra.co.il); [adi@zozobra.co.il](mailto:adi@zozobra.co.il).

## **9. Miscellaneous**

- 9.1 The club member acknowledges that the Group management reserves the right to provide additional benefits to part of the club members and/or other customers that are not club members, according to the discretion of the Group management from time to time, including provision of unique or exclusive benefits only to some of the Group members, according to the Group's sole discretion.
- 9.2 Upon joining the club, the members assumes the club regulations as specified above and below and that bind the parties. A copy of the regulations may be received, for no charge, at the Group offices.
- 9.3 The Group reserves the right to modify the regulations from time to time according to its sole discretion. As of the modification date, the new version will be binding, provided rights accumulated by the members until modification of the regulations are not compromised. The binding format of the regulations will be as found from time to time at the Group offices and will be publicized on the Group site and/or the company's site and/or any other means as the Group deems proper.
- 9.4 In case of contradiction and/or inconsistency between these regulations and other publications on any media, the provisions in the Group site will prevail.
- 9.5 These regulations and any legal cause deriving from use according thereto, including the validity and interpretation of the regulations, will be subject to Israeli law only, and the exclusive jurisdiction on any dispute related to the regulations and use according thereto will be vested with the competent courts in Tel Aviv.