

## **Website Terms and Conditions**

A user of one or more of the services provided on the "scratch-online.com" website (hereinafter: "the website") declares, by using it, that they have read and understood all the provisions of the terms and conditions as stated below, that they explicitly agree to them, and commit to acting in accordance with them. It should be clarified that the use of masculine language is solely for convenience, but everything mentioned in the terms and on the website is intended for both women and men alike. The user declares that they have read the conditions listed in this document, that they are acceptable to them, and that they agree and commit to acting in accordance with them.

### **Definitions and Terms**

The terminology and definitions appearing in these terms and conditions will be clarified as explicitly stated within the terms themselves. Chapter headings are provided for convenience only and have no legal status or effect.

"The Company" – SELVAGEM INVEST LTD ID No .HE462323

"Client" or "Subscriber" or "User" - A client, subscriber, or user is someone who has provided the company with their personal details, including an identity card with the user's photo and date of birth, as well as any other personal information, and whose personal details have been received and approved by the company. Only after the user's approval and verification that they are over 18 years of age will they become a full user on the site.

"Scratch Card" – Scratch cards issued by the local operator in each country. The site only sells cards that are authorized for sale by the regulator in the target country.

"Instruction" or "Execution of an Action" – An instruction given by the user on the site for the company to send a scratch card.

"Remote Scratch Service" – Remote scratching of scratch cards using automated machines owned by the company.

"The Site" – The company operates a website for the benefit of its clients.

"Identification Document" or "Identity Card" – A valid identity card; a valid license; a

valid passport – all of which include the user's photo and date of birth.

"Fundamental Condition for Engagement" or "Identification Process" – If requested by the company, the client will provide the company with an identity card that includes their photo and date of birth, proving they are over 18 years of age, as well as current and accurate personal details requested by the company as a fundamental condition for using the site. The personal details and information provided will serve as the basis for a legally binding agreement to the terms of these regulations.

"Timely Submission of Identification Document" – Submission of an identification document will be done in accordance with the company's request.

"Handling Fee" – The company charges a fee for its services, including any instruction or execution of an action received from the client. A table detailing the fee amount for each service is provided in these terms, as the fee varies depending on the product purchased and its price. The company reserves the right to change the fees from time to time without the need for prior notice to the client.

"Authorization to Receive Mailings and/or Advertisements" – In accordance with the provisions of the Telecommunications Law (Telecommunications and Broadcasting), 1982.

#### **A. General Conditions**

1. This website is owned by SELVAGEM INVEST LTD ID No. HE462323 (hereinafter: "the Company") and is operated and maintained by the Company, which functions as an independent entity.
2. This website enables remote scratching of scratch cards belonging to the local operator in each country.
3. The use of this website is prohibited for anyone under the age of 18 and/or for any user who is not legally competent. By law, participation in lotteries, including the scratch card lotteries of Mifal HaPais, is permitted only for those aged 18 and above and who are legally competent. By using the website, the user declares that they are over 18 years of age, are legally competent to use this website, and have no legal or other prohibition against using the website and/or the services provided on it.
4. It is clarified that the user understands that winning is purely dependent on luck and

is not related to knowledge, experience, ability, or frequency of play.

5. The user has been informed of the warning that the Ministry of Labor, Welfare, and Social Services (hereinafter: "the Ministry of Welfare") states that gambling can be addictive. You can contact the Welfare Hotline for information and assistance from the Ministry of Labor by calling 118 (a free call) 24 hours a day.

6. A fundamental condition for engagement and receipt of services on the website is the verification of the user's age, and if requested, the user will provide an identity card so that the Company can verify that the user is indeed over 18 years of age. The user will not be able to receive services and/or continued services on the website without completing the identification process by the Company and confirming that they are over 18 years old. It is agreed that the responsibility for providing accurate details, including a complete and accurate identity card number, lies with the client. The client is aware that providing incorrect details, including an incomplete or inaccurate identity card number, may result in the inability to claim winnings from the local operator, in which case the Company will be exempt from any liability, and the client will have no claim against the Company due to their inability to claim the winnings from the local operator.

7. Without derogating from the above, the user authorizes the Company to perform any check regarding their age and will be prevented from making any claim in this context.

8. If the Company discovers that the person applying to register as a user on the website is a minor under the age of 18 or that there is another legal restriction preventing them from using the services provided on the website, their request to register as a user on the website will be refused.

9. If it is discovered that such a person has completed the registration process on the website, the Company will block the user from any future use of the website and cancel their participation and/or winnings in the lotteries, and the user waives any claim and/or demand and/or lawsuit against the Company and/or on its behalf.

10. It is strictly prohibited for any user to register another person on the website, and no details that are not those of the registrant, including identity number, email address, address, account number, or any other detail, should be provided during registration.

11. It is clarified that the user's details as registered on the website will be used by the Company to verify the user's identity as required from time to time, especially when claiming the user's winnings. If there is any discrepancy between the user's identifying

details as registered on the website and those provided by another source, the Company reserves the right to withhold or delay the payment of the winnings and/or take any other action that keeps the funds in the Company's possession until the matter is resolved.

12. The website user undertakes not to use the website for any illegal purpose and for any purpose prohibited by the terms, conditions, and notices contained in these regulations.

13. By participating, the website user declares that: they have an email account on the internet; they possess an identity card issued by the Ministry of the Interior in Israel according to legal requirements; they have an active bank account and a credit card from one of the Israeli credit card companies; and their residence at the time of using the website is Israel.

14. Any legal proceeding filed against the Company and/or anyone on its behalf regarding any matter related to the website and/or arising from it and/or related to these regulations and/or related to the use of the website will be heard only in a competent court in the Tel Aviv district, and it will be governed by the laws of the State of Israel.

15. The user has the right at any time to request the removal of their registration on the website by sending a request using any of the Company's contact details published on the website, and thus their engagement with the Company will end in accordance with the terms of these regulations.

16. The user will have no right to assign their obligations and/or credits according to these regulations resulting from the use of the website, and the Company will retain all rights to assign its rights and obligations regarding any engagement with the user from the time of their registration on the website.

17. The Company does not waive any rights granted to it from the engagement with the user, and any statement, representation, or behavior by the Company or anyone on its behalf will not constitute a waiver by the Company of its rights in any respect.

18. The Company reserves all copyright rights for its services provided through the website. It is hereby clarified that any use of the Company's exclusive rights by any person and/or entity not acting with written permission from the Company is prohibited, and the Company reserves the right to take any legal action to enforce its claims and rights in this matter. In this section, the Company's copyright includes all commercial content appearing on the website, the Company's software installed on the website, text

templates, and graphical and design files appearing on the website, its unique mechanism, and any other rights.

19. It is known and clarified to every user on the website that the copyrights on the website and the unique technology used on the website belong solely to the Company and/or its business partners, and in any case, they do not belong to the user. Any rights granted to the user as part of visiting or using the website according to these terms and conditions are usage rights only, under the conditions detailed on the website, without any intellectual property rights and/or any other rights in the website and/or the information appearing on it and/or the technology it contains. Furthermore, it is clarified that the software installed on the website, the computer codes, the website's design, and any graphical and/or text file therein are the exclusive property of the Company and/or its business partners, and therefore the user is not permitted to use any technology, file, software, trademark, or any other material contained on the website without prior written consent from the Company and the intellectual property owner.

20. These terms and conditions will remain in effect during the use of the website. Without detracting from any other provision in these terms and conditions, the website reserves the right to prevent any user or visitor from using the website (including blocking certain IP addresses) for any reason or argument (without having to provide a reason or argument), at its sole discretion, without the need for prior notice or warning and without being liable for any damage due to its decision.

21. It is agreed that the responsibility for providing accurate details, including a complete and accurate identity card number, lies with the client. The client is aware that entering incorrect details during the registration process, including an incomplete or inaccurate identity card number, may result in the inability to claim the winnings from Mifal HaPais, in which case the Company will be exempt from any liability, and the client will have no claim against the Company due to their inability to claim the winnings from Mifal HaPais as a result of entering incorrect details.

### **B. Scratch Card Submission Process**

22. The user is aware that once an instruction is given to scratch a scratch card, the action cannot be canceled. Once an instruction is given to the automated machines to scratch the card, the machine will scratch the card within seconds to a few minutes, and

the Company has no ability to cancel the action.

23. Therefore, the user understands that from the moment they give the instruction to scratch a scratch card, the cost of purchasing the scratch card will not be refunded. As mentioned, the instruction to scratch the card by the automated machine cannot be canceled, whether due to the user's desire to cancel the action or if it turns out afterward that the user had not yet completed the identification process.

24. The Company reserves the right to limit the total purchase amount on the site for a customer in terms of amount and/or period, at its sole discretion, without imposing any liability on the Company in this regard.

25. The user is aware that variable fees are charged for the Company's services, according to the service fees detailed below.

26. The Company reserves the right to update and/or change the fees charged to users from time to time, without the need to provide prior notice.

### **C. Company Responsibility**

27. The Company reserves the right to make any changes to these terms and conditions, in whole or in part, at any time it chooses, at its sole discretion. Should the Company choose to exercise its right to change the terms, the Company will ensure that the updated terms are published on the website and may also publish them in any other manner it chooses. From the moment any change is made by the Company, the provisions of the change will apply from the time of the update's publication by the Company. Any use of the website by a user after the publication of the change will constitute the user's implied agreement to the new terms and any changes that have come into effect. It is clarified that the Company is not obligated to provide any notice of changes to these terms as mentioned.

28. Limitation of Company Responsibility for Payment Processing Services:

a. The Company provides credit card payment processing services to users of the website and will bear no responsibility beyond providing the payment processing services, except for events that are the responsibility of the website user.

b. A technical malfunction or any other issue preventing a user from using the website's services will not be the Company's responsibility, and the user will have no

claim or lawsuit against the Company regarding this matter.

29. By using the website, the user declares that if they wish to claim their winnings, they will be liable for paying taxes to the authorities in the country to which the card belongs, according to the law, as it may be from time to time, and the applicable tax will be deducted from their winnings. The Company will not bear any responsibility and/or liability in this matter, and the user will have no claim and/or lawsuit against the Company regarding this matter.

30. It is clarified that the Company will not be responsible for any damage and/or loss and/or liability, whether direct or indirect, that may be caused to the user due to visiting the website and/or using the website's services and/or the inability to use the website, in whole or in part, including as a result of website maintenance activities, technical issues, service interruptions, and/or delays, for any reason, technical malfunctions including harm, deletion, or malfunction in storing information entered by the user and/or other communication data that were stored and/or transmitted by the user, leakage of user passwords and/or account details, and so forth. Therefore, the website user understands that using the website and registering on the website is solely at their own risk, and they will have no claim and/or lawsuit regarding this matter against the Company.

31. The use of the website is subject to the relevant provisions of the local operator's lottery regulations, as they may change from time to time, even if these provisions are not included within these terms and conditions. There may be discrepancies and/or errors and/or inaccuracies in the information and/or data appearing on the website. The Company does its best to ensure the reliability and accuracy and update the information and content contained on the website. Use of the website constitutes the user's confirmation that they agree to all the provisions of the local operator's regulations. Additionally, it is clarified that any future changes in the regulations of the local operators will directly apply to the user of the Company's website and/or its services, even if no amendment to the website's terms and conditions has been made. In case of a contradiction between the provisions of these terms and the provisions of the local operator's regulations, the provisions of the local operator's regulations will prevail. However, the Company will not be responsible for any damage and/or expense and/or

loss and/or liability that may be incurred by the user due to these discrepancies.

32. The lottery conditions, including different lottery tracks, their dates, the statute of limitations, eligibility to receive prize money for winning tickets, etc., are the lottery conditions as determined by the authorized institutions for conducting lotteries in the target country. Use of the website by the user constitutes proof that the user has acknowledged that the lotteries are conducted as stated in this section, and the user is barred from making any claim in this context.

33. The service provided to the user, including all details about it, as well as everything presented to the user on the Company's website, including details and information displayed on the website, are provided to the user "as is," and the Company will not be responsible for these representations and will bear no liability in this regard, including any representation for which the responsibility lies with the local operator.

#### **D. Website Privacy Policy**

34. The Company's privacy policy may be changed by the Company as published from time to time at the Company's sole discretion and in accordance with any applicable law.

35. The user retains the right to refuse to provide their details at any time in accordance with the provisions of these terms and conditions.

36. By registering on the website, the user consents to the Company using their details as provided. The Company may use these details for the purpose of processing statistical data and for sending messages with promotional and/or marketing content. The user has the right, upon request, to be removed from the Company's mailing lists.

37. By registering and using the website, the user agrees that the Company may send them messages from time to time, including notifications about updates to the Company's activities and the website, changes to these terms and conditions, and promotional and marketing content. This may be done via SMS, WhatsApp messages, email, mail, Telegram, and any other means. The user declares that upon giving their consent to push notification services (known as PUSH), stopping the receipt of such messages and/or any related actions will be the user's personal responsibility.

38. The user is personally responsible for safeguarding their registration details on the website, including their username and passwords. Accordingly, it is the user's responsibility to notify the Company of any improper use of their account, and the user

will have no claims against the Company regarding this matter.

39. The user has the right to review the information collected about them in accordance with Section 7 of the Privacy Protection Law. To exercise this right, the user must submit their request in writing according to the contact methods listed on the Company's website.

#### 40. Company's Responsibility for Website Security

a. The Company does everything within its power to secure the website, protect user data, and manage its information databases in accordance with the law.

b. The user is aware that despite the Company's security measures to prevent breaches by hostile entities, it is not possible to completely eliminate the risk of a breach occurring on the Company's website.

c. Nevertheless, by using the website, the user acknowledges that the Company's liability for any damage that may be caused as a result of a breach of the website or the Company's databases and/or damage that may result from any data leakage will be limited to the amount the user has deposited on the website for the purpose of submitting a form.

#### **E. User Registration on the Website**

41. If the user is requested to send an identification document that includes their photo and date of birth, confirming that they are over 18 years of age, the user is obligated to send this document.

42. The user is required to fill in the details based on accurate information as it appears in various governmental databases.

43. The Company reserves the right at any stage to refuse the registration of a user and even to remove an already approved registration, at its sole discretion.

44. To complete the registration, the user must complete the identification process. Without completing the identification process, the user will not be able to receive any winnings, including the cost of scratch cards.

45. It is explicitly prohibited to register another person who is not the one completing the registration, whether or not the consent of the other person has been obtained. In the event such registration occurs, the Company will have the right to remove the

registration without providing any compensation and/or payment for services rendered or not rendered.

46. The Company reserves the right at any time to request the submission of an updated and valid identification document from any user, including during the registration process and/or afterward. Failure to comply with this request will grant the Company the right to remove the registration without providing any compensation and/or payment for services rendered or not rendered.

47. If there is a credit balance remaining in the user's account on the website, it can be used for obtaining additional services from the Company.

48. The user can withdraw the accumulated balance in their account on the website if the amount exceeds \$15, minus a handling fee of \$15. For example, if the user requests to withdraw \$100 from the accumulated balance, \$85 will be transferred to the user's bank account.

49. Upon completion of the user registration, a confirmation email will be sent, and only after receiving this email will the user registration on the website become effective, along with the start of their activities and their engagement with the Company according to these terms. This section does not detract from the requirement to complete the identification process as defined in these terms, and without a proper identification process, the user agrees in advance to all cancellation conditions set forth in these terms.

#### **F. Website Service for Sending Scratch Cards**

50. The Company will provide the user with a service for participating in and purchasing scratch cards issued by the local operator.

51. It is clarified to the user that each scratch card is physically located at the Company's offices, and the service provided by the Company is done technologically and mechanically. Each card located physically at the Company's offices bears a unique barcode, which will be scratched, scanned, and then uploaded to the Company's website for the user's viewing.

52. For the service described in this section, the user will pay the cost of the scratch card they were interested in, plus a handling fee for the physical service (scratching the card). The user is aware that these fees are not fixed and may vary from card to card and from

time to time, at the sole discretion of the Company.

53. It is clarified that the Company will do its best to provide the service according to this section, but the user is aware that this service is limited by certain means, and the Company has no control over this matter.

54. It is clarified to the user that after purchasing the card, it is not possible to cancel their participation in the service according to this section.

55. It is clarified to the user that only after the payment for the service has been processed and approved will the Company allow the scratching of the card on the website and simultaneously at the Company's offices.

56. The Company commits to retaining a photo of the scratched card for no less than 60 days after the card has been scratched by the Company or its representative, whether or not the participation resulted in a win.

57. Scratch cards that did not win will be kept at the Company's offices and/or its business partners for up to 7 days after being scratched by the Company or its representative. After this period, the Company reserves the right to destroy the card. If the user wants their card to be kept for a longer period, they must contact the Company within these 7 days and request that the card be retained and notify the Company of their intention to collect the card. It is the user's responsibility to make this contact. In any case, the maximum retention period for the card by the Company will not exceed 60 days from the user's notification until the card is collected by the user. If the user requests to collect the card, a \$15 fee will be charged for the delivery from the target country to the user.

58. The user is aware that the Company does not commit to providing a service for selecting scratch cards based on their serial number, and no demand or request in this regard will be accepted by the user. The user will be barred from making any claim in this regard. 59. In the event of a machine malfunction, the customer's order will be transferred to other machines. In this case, the customer will receive cards with different serial numbers. For example, a user who purchased ten Blackjack scratch cards, but a malfunction was discovered in the machine that received the order, will have the order transferred to other machines—for example, five different machines where two cards are scratched in each. The result will be that the user receives ten cards from different series. In this case, the user will be barred from making any claim in this regard. 60. In

the event of physical damage to a scratch card, the user waives any right and/or claim and/or lawsuit in this matter, and the Company will be exempt from any liability regarding this.

### **G. Scratch Card Winning Procedure**

61. A user's winning of a scratch card will only be confirmed for a physical card that was scratched by the Company's machines at the Company's offices and bears the serial number that was presented to the user before the card was scratched by the user.

62. The user has the right at any time to request the transfer of the balance in their account on the website to a bank account, the details of which were provided by the user when requesting the balance withdrawal. This is subject to the provisions of the law and as far as possible under the circumstances.

63. It is clarified that the user can receive their winnings only into a bank account that is in their name, and it is not possible to transfer winnings, either directly or indirectly, to any other person, including family members.

64. The user will have no claim regarding the non-transfer of their balance if the Company does not transfer the winnings due to reasons beyond its control.

65. For any event of transferring the winnings or the user's remaining balance, a handling fee of \$15 will be charged by the Company, all subject to the Company's terms and conditions.

66. For a user's winnings that cannot be processed through the Company, including cases of winnings above the limits set by the local operator and/or the tax authorities in the target country, the user will be required to redeem the winnings independently. It is the user's responsibility to contact the Company to receive the winning scratch card, and only after the user is identified with an identity card in person, the Company will hand over the winning card to the user.

67. After the user has completed the identification process, they must sign a document confirming that they have received the winning card from the Company and that it has been transferred to the user's sole responsibility. Signing this document at the Company's offices is a condition for receiving the winning card.

68. It is clarified that any damage caused to a winning card before its deposit at the Mifal HaPais terminal, which was damaged due to force majeure circumstances, is not the

responsibility of the Company. The Company and its representatives will not be liable for such damage, and the user waives any claim and/or lawsuit against the Company in this regard.

#### **H. Website Service for Subscription Registration**

69. The Company will make every effort to provide the option to purchase tickets and/or packages (hereinafter: “Subscription”).

70. A user who wishes to purchase a subscription plan will confirm this in the personal area on the website, and the subscription will only take effect after the credit card payment is processed and approved. Additionally, a subscription can be purchased through the Company’s telephone support center.

71. The user is aware that the Company is not responsible if lottery tickets and/or “Chishgad” (scratch) tickets are unavailable. If the user does not receive the service they requested according to the subscription plan, they will receive the service not provided in future lotteries and/or additional scratch cards.

72. A user who wishes to terminate and/or pause and/or change their subscription within the subscription mechanism should contact the customer service center, and their subscription will end up to three business days from the receipt of their request.  
Subscription for Scratch Cards

73. The user is aware that they are responsible for logging into the website from time to time to check their details, including their winnings. In any case, it will not be possible to cancel the subscription for scratch cards for which a remote scratch order has already been issued, even if the user did not log into the website for any reason.

74. If the user requests to cancel the subscription according to the provisions of these terms and conditions but continues to receive scratch cards, they must promptly contact the Company through any of the contact methods (WhatsApp, email, phone, SMS, etc.), including via phone number \_\_\_\_\_, to stop the continuation of the subscription.

#### **I. Purchasing a Scratch Card for Another Person**

75. Purchasing scratch cards for another person is allowed, provided that the person for whom the card is purchased is over 18 years of age.

76. It is the responsibility of the purchaser to ensure that the person for whom the scratch card is purchased is over 18 years of age and that this person complies with the terms

and conditions, including registering on the website, providing an identification document as a condition for receiving the service, and adhering to all the provisions of these terms and conditions.

77. Claiming winnings in the case of a scratch card purchased for another person will only be possible after the person has sent an identification document that includes their full name, photo, and date of birth, and that the bank account details provided are in their name.

#### **J. Authorization to Receive Mailings, Publications, and Advertisements**

78. The user is aware that, in accordance with Section 30A(c) of the Communications Law (Telecommunications and Broadcasting), 1982, the user provides their details to the Company during the purchase of a product and/or service. The user is aware that the details provided will be used to send advertisements from the Company relating to a product or service similar to the one the user purchased, via facsimile, automatic dialing system, electronic message, or short message. The user has the opportunity to notify the Company that they refuse to receive such advertisements, generally or of a specific type, by sending an email to [udaci4@gmail.com](mailto:udaci4@gmail.com) or by sending a fax to the number \_\_\_\_\_, or by clicking on the unsubscribe link in the message itself, or by sending a message through the website at [scratch-online.com](http://scratch-online.com).

79. Consent to receive mailings, publications, and advertisements, as well as marketing content, will be given by the user registering on the website and providing their details, including first name, last name, an active email address, and a mobile phone number.

80. Upon registering on the website, the user agrees to receive mailings from the Company containing promotional and/or marketing content. By registering on the website, the user consents to the use of their details for the purpose of receiving marketing information, updates, and advertisements that the website may send from time to time.

81. It is prohibited to leave another person's details on the website without their consent and/or without their presence in front of the screen at the time the details are provided, and only after all the terms of these terms and conditions have been explained to them.

82. Providing partial or incorrect details may prevent the ability to use the service and hinder contact in case of need. In the event of a change in details, the user must update

the Company accordingly.

83. The Company will only use the details provided by the user in accordance with the website's privacy policy, which is an integral part of these terms and conditions.

84. Consent to receive mailings (receipt of marketing content) as mentioned constitutes the user's agreement to receive advertisements according to the Communications Law (Telecommunications and Broadcasting) (Amendment No. 40) 2008 ("Communications Law").

85. It is clarified that the user can unsubscribe from the mailing list at any time by clicking on the "unsubscribe from mailing list" link that appears at the bottom of each mailing sent or by contacting the website via email at [udaci4@gmail.com](mailto:udaci4@gmail.com). As long as the user has not unsubscribed from the mailing list as mentioned, the Company is entitled, subject to the Communications Law, to send direct mailings to the user as stated.

86. The information in the mailing should not be considered a promise of any result and/or a guarantee of the service offered therein.

87. The mailing as a whole, including all the information contained therein, is offered as is and will be as accurate and correct as possible. However, the information may not be complete, or there may be technical or other errors in the information – and the Company reserves the right to invoke the disclaimer "errors and omissions excepted" (E&OE).

#### **Addendum to the Terms and Conditions – Agreement on the Statute of Limitations**

In accordance with the provisions of Chapter Four, Section 19 of the Statute of Limitations Law, 1958 (hereinafter: "the Law"), it is hereby agreed between the website user and SELVAGEM INVEST LTD, ID No. HE462323 (hereinafter: "the Company"), that with regard to any claim and/or lawsuit and/or liability arising from the use or provision of services through this website and as detailed in the website's terms and conditions, the agreed statute of limitations between the parties is six months from the date the cause of action arises. The website user is aware that by registering and using the website, they agree to this agreed condition in accordance with the provisions of the

Law.