

Website Terms of Use

1. General

- 1.1. Welcome to the website <http://www.ashtrom.co.il> (hereinafter: "**the site**") which is managed and operated by Ashtrom Group Ltd. (hereinafter: "**the Company**" or "**we**").
- 1.2. Use of the site is subject to the terms and conditions appearing in this document (hereinafter: "**the Terms of Use**") and the site's privacy policy (hereinafter: "**the Privacy Policy**"), which shall constitute the legal basis for all matters between the users (hereinafter: "**the user**" or "**the users**") and the Company (the terms of use and the protection of privacy policy shall jointly be referred to hereinafter as: "**the Terms of Use**"). The user must carefully read the provisions of the Terms of Use before starting to use the site.
- 1.3. By using the site the user confirms that he has thoroughly and carefully read, understood and agreed to the provisions of the Terms of Use and he agrees that they shall apply to him without exception. Should the user not agree to the provisions of the Terms of Use, he must refrain from making any use of the site.
- 1.4. The following Terms of Use are written in the masculine gender for reasons of convenience only, but should of course be seen as referring to men and women alike.
- 1.5. The site is intended for the use of adults (18 years and above) and is not intended for minors.
- 1.6. The paragraph headings have been provided for the sake of convenience and should not be used for the purpose of interpreting this document.

2. The content and information displayed on the site

- 2.1. The content and information displayed on the site (jointly hereinafter: "**the information**"), either through the company or through third parties that provide services to the company, is general and informative information only which is provided on an "AS-IS" basis and does not constitute a recommendation, opinion, advice, or offer to purchase products or units in the various projects. For the avoidance of doubt, it is clarified that any reliance on the information presented on the site is the full responsibility of the user and the Company shall not be held accountable for and in connection with any damage caused to the user as a result of the user's reliance on the information and/or the extent to which it coincides with his use and/or needs.
- 2.2. Without derogating from the foregoing, it is hereby clarified that any financial data given on the site is accurate as of the date of the financial statement from which it was taken and does not necessarily reflect the situation on the date of its posting and appearance on the site. Any financial or business information appearing on the site is provided for convenience only, and only the official

information reported by the company in its formal reports to the Securities Authority and the Tel Aviv Stock Exchange Ltd shall be binding.

- 2.3. The information on this site may include forecasts, estimates, approximations and other data relating to the Company or future events and matters and the degree to which they shall materialize is uncertain and not solely within the Company's control (forward-looking information). The principal facts and data which this information is based upon relate to the prevailing state of the Company, its enterprises and areas of activity, and include macroeconomic and other information which the Company was aware of at the time when this site was constructed.
- 2.4. It goes without saying, that forward-looking information is not factual, and is based purely on the Company's subjective assessments. Forward-looking information is by its nature subject to the fact that it shall not be realized in practice and such information is uncertain, cannot be evaluated in advance and is usually not even within the Company's control. Whether the forward-looking information comes to fruition or not, shall be affected, inter alia, by risk factors that characterize the Company's activity, as well as by developments in the general environment and the external factors that affect the Company's activity, which cannot be evaluated in advance and which are beyond the Company's control. The Company's actual future results and achievements may be substantively different from those presented on this site. The Company does not undertake to update or change a forecast or estimate as aforesaid in order to bring them into line with events or circumstances occurring after the date on which the information was posted on the site, and does not undertake to update this site.
- 2.5. Any information or opinion presented on this site does not constitute an investment recommendation, and does not constitute an offer or solicitation for the purchase or sale of the Company's, its related companies', or any other company's securities. Any investment decision should be based on expert advice from a certified professional only.
- 2.6. While the Company endeavors to ensure that the information presented on the site is up-to-date, it may be incomplete or contain technical or other errors. It is clarified that the Company shall not be responsible for inaccuracies and errors made in and in connection with the information.
- 2.7. Any information relating to plans for or the dwelling units within residential projects, specifications, photos of the units and the projects and simulations of the projects and the dwelling units, etc. shown on the site (jointly hereinafter: "**the plans**") are presented for illustration and demonstration purposes only and do not necessarily correspond with the Company's binding plans and therefore the user cannot rely upon them. For the avoidance of doubt, it is clarified that only the plans attached to the agreement signed between the user and the Company shall be binding on the Company. Photos of accessories, furniture, products, etc. (jointly hereinafter: "**the products**") are displayed on the site for illustration and demonstration purposes only and the products are not part of the projects and the dwelling units in the projects. It is clarified that only the specification which is attached as an appendix to the agreement between the user and the Company shall be binding on the Company. In the event of a

contradiction or inconsistency between them, the information contained in the Company's official documents located at the Company's offices shall override the information presented on the site.

- 2.8. In addition, and without derogating from the provisions of the Terms of Use, should there be a contradiction or inconsistency between them, the agreement and its annexes that shall be signed between the user and the Company shall override the information presented on the site.

3. **Use of the site**

- 3.1. The users undertake to use the site lawfully and in accordance with the provisions of the Terms of Use.
- 3.2. The users undertake not to cause any damage to the Company and the site and amongst other things not to perform or assist in the performance of actions that may cause damage to the Company including, inter alia:
 - 3.2.1. Using the site and/or its content for any illegal, immoral, unauthorized and/or prohibited purpose;
 - 3.2.2. Using the site and/or its content for commercial or non-private purposes, without the Company's prior and express written consent;
 - 3.2.3. Removing or separating from the content and/or the site any restrictions and marks which indicate the Company's or its licensors' proprietary rights, including all the proprietary notices appearing therein (such as ©, TM or ®);
 - 3.2.4. Violating and/or infringing the users' rights to privacy and other rights, or gathering personal information about users, whether manually or through the use of any robot, spider, crawler, search or retrieval application, or any other manual or automated means, process or method in order to enter the site and retrieve, gather and/or extract information;
 - 3.2.5. Damaging or disrupting the operations of the site or the servers or networks that store the site;
 - 3.2.6. Violating the provisions of any law in connection with use of the site;
 - 3.2.7. Performing any action that encumbers or may encumber the site's infrastructure;
 - 3.2.8. Circumventing the means which the Company uses to prevent or limit access to the site;
 - 3.2.9. Duplicating, amending, modifying, adapting, conveying, facilitating access to, translating, referring, reverse engineering, converting a binary code to an open code, decompiling or disassembling any part of the content or site, or publicly displaying, creating derivative works, performing, distributing, sublicensing, making any commercial use of,

selling, leasing, transferring, lending, processing, collecting, combining with other software - any material which is subject to the Company's proprietary rights, including the Company's intellectual property;

3.2.10. Selling, licensing, or exploiting for any commercial purpose any use of or access to the site;

3.2.11. Breaching the Terms of Use and any part of thereof.

3.2.12. The user undertakes not to upload, retrieve, transmit, distribute or publish information or other material that may encourage, induce, stimulate or assist another to commit an act prohibited by legislation or that may prompt legal liability.

4. **Intellectual property**

4.1. The site, including the copyrights, patents, industrial designs, trade secrets, materials, applications, graphic design, logos, as well as the arrangement and presentation of the files, codes, images and trademarks therein (hereinafter: "**the intellectual property**"), belong to the Company and/ or to a third party who has permitted the Company to use them, and they are protected by the relevant national and international legislation.

4.2. Permitting use of the site does not confer a license or right to use the intellectual property or part of thereof (including through duplication, amendment, modification, reproduction, transmission, presentation, publication, transfer, sale, or distribution in any way) without the Company's prior written consent.

4.3. No information from the site (including intellectual property and, inter alia, trademarks, images, texts and computer code) may be copied, reproduced, distributed, sold, marketed or translated, without receiving the Company's prior and express written permission.

5. **Absence of responsibility**

5.1. Neither the Company nor any of its representatives shall be held accountable for and shall not bear any damage of any kind or type, direct, indirect, resultant or special, which the user and/or a third party shall sustain in connection with the use of the site.

5.2. The user is fully and exclusively responsible for use of the site and the user absolves the Company and its representatives from liability for any damage and/or loss and/or expense and/or detriment which he or anyone acting on his behalf may sustain or incur in any way, in connection with the site.

5.3. The Company invests efforts in order to ensure that the site is maintained and available, however, this is a service of a technical kind which by its very nature is exposed to unexpected malfunctions, and the activity on the site may be temporarily or permanently interrupted, suspended, postponed or delayed, including due to factors or events beyond the Company's control.

- 5.4. The Company does not undertake that the site shall operate without disruptions and/or malfunctions, that disruptions and/or malfunctions shall be corrected, or that the site shall be free of bugs, viruses or other damaging components.
- 5.5. The use of the site shall be "as is", without the Company or anyone acting under its authority making any express or implied, direct or indirect, representation in connection with the site and the information, including vis-a-vis their compatibility with the user's needs, their accuracy, completeness and any other additional representation. The user agrees and confirms that he shall be exclusively responsible for use of the site, including any direct or indirect risk, damage and expense which may and/or shall be caused to him and/or to anyone acting on his behalf, even if the Company could have foreseen all or some of them, in connection with use of the site.
- 5.6. The Company shall not be responsible, and the user absolves the Company from responsibility, for any direct or indirect damage, loss, expenses and payments, direct or indirect, which he may sustain or incur as a result of using the site, even if they were foreseeable by the Company.
- 5.7. The user hereby undertakes to compensate and indemnify the Company and its representatives for and against any damage, loss, liability, claim, demand and expense, including litigation expenses and attorney's fees, which the Company and/or any of its representatives and/or any third party shall sustain or incur in connection with the user's illegal use and/or use in violation of the Terms of Use of the site.

6. **Links to sites**

The site may offer links, hyperlinks or banners to other sites, which the company does not supervise or check, and it shall not bear any liability and is exempt from all responsibility in connection with the use of the other sites and/or webpages as aforesaid and/or the content published therein.

7. **Applicable law and jurisdiction**

The conditions and provisions specified in the Terms of Use, any alteration or amendment thereto, as well as use of the site, shall be regulated by the laws of the State of Israel without reference to the choice of law sections therein. The courts in Tel Aviv-Yafo shall have exclusive jurisdiction to adjudicate any dispute, demand and claim which shall arise in connection with or in relation to the use of the site.

8. **Changes and updates**

The Company may, its sole discretion, change the Terms of Use from time to time without having to give prior notice or warning thereof. The current Terms of Use as published on the site shall be binding on the user. The user's continued use of the site after the Terms have been updated shall constitute his agreement to the revised terms, including the changes.

9. **Miscellaneous**

- 9.1. Should a provision of these Terms of Use, despite the parties' intentions, be determined by a competent judicial forum to be illegal and/or invalid, then this shall not invalidate the remaining provisions of these Terms of Use and/or the other parts of that provision that was canceled and/or reduced by the competent judicial forum as aforesaid.
- 9.2. These Terms of Use do not derogate from any right conferred on the Company and/or on any of its representatives by law.
- 9.3. The Company reserves to itself the right to change the site, to supplement or remove content, and to suspend or terminate the site's operation at any time, without prior notice.
- 9.4. The user may not endorse his rights and/or obligations under these Terms of Use to another.

10. **Contacting us**

You can contact us with any question regarding use of the site, at privacy@ashtrom.co.il

Updated to November 2021.