

Privacy Policy

Our Commitment to You

Raphael Latam Funnel LTD and its affiliated companies are dedicated to providing its users with the highest level of transparency and control over the use of their data. In order for us to provide you with our services we are required to collect and process certain personal information about you and your activity.

By entrusting us with your information, we would like to assure you of our commitment to keep such information private. We have taken measurable steps to protect the confidentiality, security and integrity of this information. We encourage you to review the following information carefully.

Grounds for data collection

Processing of your "Personal Data" (meaning any information which may potentially allow your identification with reasonable means) is necessary for the performance of our contractual obligations towards you and providing you with our services and the operation of our websites (hereinafter the "Websites" and "Service"), to protect our legitimate interests and for compliance with legal and regulatory obligations to which we are subject.

When you use our Service, you consent to the collection, storage, use, disclosure and other uses of your Personal Data as described in this Privacy Policy.

How do we receive data about you?

We receive your Personal Data from various sources:

1. Registration information – When you voluntarily provide us your personal details in order to create an account or register to our Service.

2. When you communicate with us – For example when you send us an email, we collect the Personal Data you provided us with.
3. Technical information – When operating our service, we use various technological tracking tools to collect information regarding your use of the Website. Along with our partners, we may use tracking technologies such as cookies, JavaScript, beacons and Local Storage, which are used to store content information and preferences. You can learn more about the tracking tools we use by reading the “tracking technologies” section below.
4. Third party information – We may receive your personal data from third party providers who help us with the provision and maintenance of our Services, such as social networks (for example your name and user name, when you register or log-in to our Service), traffic analytics vendors, fraud prevention agencies and others.

What type of data do we collect?

Personal Data

In the course of using the Service, we may ask you to provide us with certain Personal Data to provide and improve the Service, to contact or identify you, to enable you to access certain parts of the Service, and as otherwise indicated in this Policy. We collect the following Personal Data about you:

- Registration information – in order to register and enjoy the full functionality of our Service we may collect the following Personal Data:
 - When you register to our Service we will collect your email address, name and eventually phone number.
 - If you make a purchase on our website, we might also collect your personal address, documents, pictures, and other

documents that you will voluntarily provide us by uploading them to our website.

- If you connect your account to a social network (for example: if you log in via Facebook or Google+), we may also receive certain details, such as your profile name and profile photo and other social account details.

Please note that although registration is not mandatory, unregistered users may have limited usage of the Service.

- When using our Service – our server will collect your IP-address and unique device identifiers.

Non-Personal Data

We also collect data about the use of our Service and the characteristics and activities of users, in order to operate it and improve it. We may collect the following non-Personal Data:

- Technical information – such as aggregated usage information, e.g. your approximate geo location, page visits, clicks, the browser you are using and its display settings, session start/stop time, time zone, network connection type (e.g., Wi-Fi, cellular), and cookie information etc’.
- Information from third parties – this category includes information we receive from our business partners. This may include pseudonymous advertiser identifiers or aggregated analytical data. This information is also used to enhance data points about a particular unique browser or device.

If we combine Personal Data with non-Personal Data, the combined data will be treated as Personal Data. Further Personal Data will only be stored and processed if you voluntarily provide it to us, e.g. through a contact form.

Tracking Technologies

When you visit or access our Services we use (and authorize 3rd parties to use) pixels, cookies, beacons and other technologies. Those allow us to automatically collect information about you, your device and your online behavior, in order to enhance your navigation in our Services, improve our Website's performance, perform analytics and customize your experience on it. In addition, we may merge information we have with information collected through these tracking technologies with information we may obtain from other sources and, as a result, such information may become Personal Data.

We also use a tool called "Google Analytics" to collect information about your use of the Service. Google Analytics collects information such as how often Users access the Service, what pages they visit when they do so, etc. We use the information we get from Google Analytics only to improve our Service. Google Analytics collects the IP address assigned to you on the date you visit the Service, rather than your name or other identifying information. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Google's ability to use and share information collected by Google Analytics about your visits to this Site is restricted by the Google Analytics [Terms of Use](#) and the [Google Privacy Policy](#).

What are cookies?

Cookies are small text files (composed only of letters and numbers) that a web server places on your computer or mobile device when you visit a webpage. When used, the cookie can help make our Services more user-friendly, for example by remembering your language preferences and settings. You can find more information about cookies at www.allaboutcookies.org.

Cookies are widely used in order to make websites work in an efficient way. Cookies remember your preferences, and make the interaction between you and the Service smoother and more efficient.

How to manage your cookie settings?

There are various ways in which you can manage and control your cookie settings. Please remember that, by deleting or blocking cookies, some of the features of the Services may not work properly or as effectively.

- Turning off cookies via your web browser
Most web browsers will provide you with some general information about cookies, enable you to see what cookies are stored on your device, allow you to delete them all or on an individual basis, and enable you to block or allow cookies for all websites or individually selected websites. You can also normally turn off third party cookies separately. Please note that the settings offered by a browser or device often only apply to that particular browser or device.
- Information about cookies is usually found in the "Help" section of the web browser. Below are some links to some commonly used web browsers:
 - [Google Chrome](#)
 - [Internet Explorer](#)
 - [Mozilla Firefox](#)
 - [Safari \(Desktop\)](#)
 - [Safari \(Mobile\)](#)
 - [Android Browser](#)
 - [Opera](#)
 - [Opera Mobile](#)

For other browsers, please consult the documentation that your browser manufacturer provides.

- Turning off third party cookies
You can turn off certain third party targeting/advertising cookies by visiting the following link: [Network Advertising Initiative](#).
- Other helpful resources

To learn more about advertisers' use of cookies the following links may be helpful:

- [European Interactive Digital Advertising Alliance \(EU\)](#)

- [Internet Advertising Bureau \(US\)](#)
- [Internet Advertising Bureau \(EU\)](#)

How do we use the data we collect?

- Provision of service – for the provision and improvement of our Services, including for support and to respond to your queries.
- Service announcements – we will use your Personal Data to communicate with you and to keep you informed of our latest updates to our Services and offer you service offers.
- Analytics, surveys and research – from time to time, we may conduct surveys or test features, and analyze the data we have to develop, evaluate and improve these features, all in order to improve our Services and think of new and exciting features for our users.
- Marketing and advertising – We may use your Personal Data in the following ways: we or our partners may send you promotional material concerning our Service, or our partners’ services, which we or our partners, believe might interest you; we may also display certain adverts on our Service, which we believe will be relevant for you. We make our best efforts to make sure you see only relevant ads and receive relevant communications from us, including but not limited to, by building an automated profile based on your Personal Data.
 - Opt-out of receiving marketing materials – If you do not want us to use or share your Personal Data for marketing purposes, you may opt-out in accordance with this “Opt-out” section. Please note that even if you opt-out, we may still use and share your Personal Data with third parties for non-marketing purposes (for example to fulfill your requests, communicate with you and respond to your inquiries, etc.). In such cases, the companies with whom we share your Personal Data are authorized to use your Personal Data only as necessary to provide these non-marketing services.
 - You may choose not to receive our promotional or marketing emails by clicking on the “unsubscribe” link in the emails that you receive from us. Please note that even if you unsubscribe, we may continue to send you service-related updates and notifications, or reply to your queries and feedback you provide us. You may also object to the use of

your Personal Data for advertising purposes by disabling your cookies, as described in the Tracking Technologies section above. Please note we have no control over our partners' communications, in order to unsubscribe from our partners' communications please contact the relevant partner, or use the "unsubscribe" link in its emails.

- Protecting our interests – we may use your Personal Data when we believe it's necessary in order to take precautions against liabilities, investigate and defend ourselves against any third party claims or allegations, investigate and protect ourselves from fraud, protect the security or integrity of our services and protect the rights and property of Raphael, its users and/or partners.
- Enforcing policies – we may use your Personal Data in order to enforce our policies, including but not limited to our Terms.
- Compliance with legal and regulatory requirements – we may use your Personal Data to investigate violations, and as required by law, regulation or other governmental authority, or to comply with a subpoena or similar legal process.

With whom do we share your Personal Data?

- Internal concerned parties – we share your information with companies in our group, as well as our employees, in order to provide you with our services.
- Business partners – we share your information with business partners, such as storage and analytics providers and advertisers, who help us provide you with our service. These third parties may have access to your Personal Data so that they may perform these tasks on our behalf, but they are obligated to comply with this Privacy Policy and may not use your Personal Data for any other purpose. We may also share your personal data with business partners such as marketers whom we believe can offer you relevant or complimentary products and services. You may object to the transfer of your personal data to such business partners at any time, or unsubscribe from their communications, as detailed in the "Marketing and advertising" section above.

- Compliance with laws and law enforcement entities – we cooperate with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any data about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect our or a third party’s property and rights, to protect the safety of the public or any person, or to prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable. We also may be required to disclose an individual’s Personal Data in response to a lawful request by public authorities, including meeting national security or law enforcement requirements.
- Merger and acquisitions – we may share your data if we enter into a business transaction such as a merger, acquisition, reorganization, bankruptcy, or sale of some or all of our assets. Any party that acquires our assets as part of such a transaction may continue to use your data in accordance with the terms of this Privacy Policy.

How do we protect your information?

We have implemented administrative, technical, and physical safeguards to help prevent unauthorized access, use, or disclosure of your Personal Data. Your data is stored on secure servers and isn’t publicly available. We limit access of your information only to those employees or partners on a “need to know” basis, in order to enable the carrying out of the agreement between us.

While we seek to protect your information to ensure that it is kept confidential, we cannot absolutely guarantee its security. You need to help us prevent unauthorized access to your account by protecting your password appropriately and limiting access to your account. You will be solely responsible for keeping your password confidential and for all use of your password and your account, including any unauthorized use. You should also be aware that there is always some risk involved in transmitting information over the internet. While we strive to protect your Personal Data, we cannot ensure or warrant the security and privacy of your Personal Data or other content you transmit using the service, and you do so at your own risk.

Retention

We will retain your Personal Data for as long as necessary to provide our services, and as necessary to comply with our legal obligations, resolve disputes, and enforce our policies. Retention periods will be determined taking into account the type of information that is collected and the purpose for which it is collected, bearing in mind the requirements applicable to the situation and the need to destroy outdated, unused information at the earliest reasonable time. Under applicable regulations, we will keep records containing client personal data, trading information, account opening documents, communications and anything else as required by applicable laws and regulations.

Updates to this Policy

This Privacy Policy is subject to changes from time to time, in our sole discretion. The most current version will always be posted on our website (as reflected in the "Last Updated" heading). You are advised to check for updates regularly. By continuing to access or use our Services after any revisions become effective, you agree to be bound by the updated Privacy Policy.

TERMS AND CONDITIONS

Terms & Conditions

The website located at raphael.care (the "Site") is a copyrighted work belonging to RAPHAEL LATAM FUNNEL LTD. ("RAPHAEL", "Us", "Our," and/or "We"), and its affiliates, subsidiaries and other related companies. RAPHAEL provides in-store product review and ordering services (collectively, the "Services"). Certain features of the Site or Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site or Services in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement. References to "user," "you" and "your" refer to you, a user of our Site and/or Services.

THESE TERMS OF USE ("AGREEMENT") SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SITE AND SERVICES. BY ACCESSING OR USING THE SITE OR SERVICES, YOU ARE ACCEPTING THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE AGREEMENT IF YOU DO NOT HAVE THE CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE SITE OR SERVICES. IF YOU ARE USING THE SITE OR SERVICES ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF SUCH COMPANY, ENTITY, OR ORGANIZATION WITH THE AUTHORITY TO BIND IT TO THIS AGREEMENT.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

1. IMPORTANT DISCLAIMERS

ALL INFORMATION CONTAINED ON THE SITE AND SERVICES IS FOR INFORMATIONAL PURPOSES ONLY. CONTENT POSTED BY RAPHAEL ON ANY WEBSITE, MOBILE APPLICATION, SOCIAL MEDIA CHANNEL, THIRD-PARTY CONTENT SERVICE, OR ADVERTISEMENT IS FOR INFORMATIONAL

PURPOSES ONLY. RAPHAEL DOES NOT ENDORSE, AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF, ANY OPINION, ADVICE, STATEMENT, OR OTHER INFORMATION MADE ON THE SITE OR SERVICES, INCLUDING USER CONTENT AND THIRD-PARTY MATERIALS (EACH AS DEFINED BELOW). RAPHAEL IS NOT RESPONSIBLE FOR YOUR RELATIONSHIP WITH ANY RETAIL LOCATION, HEALTH CARE PROVIDER, ANY THIRD-PARTY, OR OTHER USERS OF THE SITE OR SERVICES. RAPHAEL IS NOT OBLIGATED TO SCREEN RETAIL LOCATIONS, HEALTH CARE PROVIDERS, OR THEIR CONTENT, OR DEALS TO DETERMINE WHETHER THEY ARE QUALIFIED OR AUTHORIZED BY LAW TO PROVIDE THEIR SERVICES OR TO DETERMINE THE ACCURACY OF THE INFORMATION THEY PROVIDE.

- RAPHAEL DOES NOT OFFER MEDICAL ADVICE. ANY INFORMATION ACCESSED THROUGH THE SITE AND SERVICES, OR WITHIN ANY OF RAPHAEL'S SOCIAL MEDIA PAGES OR CHANNELS IS FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY, IS NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT, AND IS NOT INTENDED TO COVER ALL POSSIBLE USES, DIRECTIONS, PRECAUTIONS, OR ADVERSE EFFECTS. SUCH INFORMATION INCLUDES, WITHOUT LIMITATION, THIRD-PARTY MATERIALS, USER CONTENT, AND RAPHAEL-GENERATED CONTENT DERIVED FROM USER CONTENT (E.G., STRAIN HIGHLIGHTS, ATTRIBUTES, AND OTHER DATA). THE INFORMATION ON THE SITE AND SERVICES AND PROVIDED VIA RAPHAEL'S SOCIAL MEDIA PAGES AND CHANNELS SHOULD NOT BE USED FOR THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION. ALWAYS CONSULT A QUALIFIED HEALTH CARE PROVIDER IF YOU HAVE ANY QUESTIONS ABOUT A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE

OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE, SERVICES, OR ON RAPHAEL'S SOCIAL MEDIA PAGES AND CHANNELS.

- User expressly acknowledges that RAPHAEL is for residents of states and localities with laws regulating medical use of cannabis only and that medical cannabis collectives and patients are established pursuant to their respective local laws. THE FOREGOING DISCLAIMERS AND LIMITATIONS ON LIABILITY SHALL NOT LIMIT THE MORE GENERAL DISCLAIMERS AND LIMITATIONS ON LIABILITY IN SECTIONS 9 AND 10 OR ELSEWHERE IN THIS AGREEMENT.

2. ELIGIBILITY AND ACCOUNTS

2.1 Eligibility. You must be 21 years of age or a qualified medical cannabis patient to use the Site and/or Services.

2.2 Account Creation. In order to use certain features of the Site (e.g., to use the Services), you must register for an account with RAPHAEL and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information at all times. You may not create more than one RAPHAEL Account. RAPHAEL may suspend or terminate your RAPHAEL Account in accordance with Sections 6.4 and 11.

2.3 Account Deletion. You may delete your RAPHAEL Account at any time, for any reason, by using our contact form on the website, which includes your RAPHAEL Account Username and your request to delete your account.

2.4 Account Responsibilities: You are responsible for maintaining the confidentiality of your RAPHAEL Account login information and are fully responsible for all activities that occur under your RAPHAEL Account. You

agree to immediately notify RAPHAEL of any unauthorized use, or suspected unauthorized use, of your RAPHAEL Account or any other breach of security. RAPHAEL cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2.5 Social Networking Services: Alternatively, we may permit you to login to the Site or Service or otherwise associate your RAPHAEL Account with your login credentials from certain social networking sites. If you log in or otherwise associate your RAPHAEL Account with your login credentials from a Social Network Site ("SNS"), we may receive information about you from such SNS, in accordance with the terms and conditions (e.g., terms of use and privacy policy) of the SNS ("SNS Terms"). If you elect to share your information with these SNS, we will share information with them in accordance with your election. The SNS Terms of said SNS will apply to the information we disclose to them.

3. SITE AND MOBILE APP

3.1 License: Subject to the terms of this Agreement, RAPHAEL grants you a non-transferable, non-exclusive license to use the Site and Services for your personal, noncommercial use. Subject to the terms of this Agreement, RAPHAEL grants you a non-transferable, non-exclusive license to install and use the software RAPHAEL makes available for mobile devices ("Mobile App"), in executable object code format only, solely on your own handheld mobile device and for your personal, noncommercial use. As used in this Agreement, the term "Services" includes the Mobile App.

3.2 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or

Services; (c) you shall not access the Site or Services in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Services shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Site or Services content must be retained on all copies thereof.

3.3 Modification: RAPHAEL reserves the right, at any time, to modify, suspend, or discontinue the Site or Services or any part thereof with or without notice. You agree that RAPHAEL will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services or any part thereof.

3.4 Ownership: Excluding User Content, you acknowledge that all the intellectual property rights in the Site and Services are owned by RAPHAEL or RAPHAEL's licensors. The provision of the Site and Services does not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. RAPHAEL and its suppliers reserve all rights not granted in this Agreement.

3.5 App Platforms: You acknowledge and agree that the availability of the Mobile App is dependent on the third-party app platform from which you received the Mobile App, e.g., the Apple App Store® or the Google Play® Store ("App Platform"). You acknowledge that this Agreement is between you and RAPHAEL and not with the App Platform. RAPHAEL, not the App Platform, is solely responsible for the App, the content thereof, maintenance, support services, and warranty therefore, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You agree to pay all fees charged by the App Platform in connection with the Mobile App. Each App Platform may have its own terms

and conditions to which you must agree before downloading the Mobile App from it. You agree to comply with, and your license to use the Mobile App is conditioned upon your compliance with, all applicable agreements, terms, and conditions of use/service, and other policies of the applicable App Platform. You acknowledge that the App Platform (and its subsidiaries) is a third-party beneficiary of this Agreement and will have the right to enforce this Agreement. See Accessing and Downloading the Application from Apple® in Section 14.5 below for additional terms and conditions if you access or download the Mobile App from the Apple App Store.

4. COMMUNICATIONS

4.1 Text Messaging: By using the Services or Software, you agree and consent to RAPHAEL and those acting on its behalf sending you text (SMS) messages at the phone number you provided us. These messages may include operational messages about your use of the Services, as well as marketing or other promotional messages. Messages from RAPHAEL, its affiliated companies and necessary third-party service providers, may include but are not limited to: operational communications concerning your User account or use of the Services, updates concerning new and existing features on RAPHAEL, communications concerning promotions run by us or our third-party partners, and news concerning RAPHAEL and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. Your agreement to receive promotional texts is not a condition of purchase of any goods or services offered by RAPHAEL. If you change or deactivate the phone number you provided to RAPHAEL, you must update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. You agree that texts, calls, or prerecorded messages may be generated by automatic telephone dialing systems and hereby waive your

right to pursue any claims arising under the Telephone Consumer Protection Act (“TCPA”). To the extent any claim under the TCPA is deemed un-waivable, you agree that by using the Services or accessing the Site, you are agreeing that any such un-waivable claim arising under the TCPA will be arbitrated on an individual, not class or representative, basis, as set forth in Paragraph 13.

4.2 Opt-Out: By signing this agreement, you are agreeing to receive text messages until you opt-out. You may opt out of receiving promotional text messages from RAPHAEL at any time by replying STOP to a promotional text message from RAPHAEL. You may opt-out of receiving all text messages from RAPHAEL at any time by deleting your account or by replying STOP to any text message from RAPHAEL. NOTE: if you opt-out of receiving all text messages from RAPHAEL, you will not be able to use certain Services without agreeing to receive operational text messages. You may continue to receive text messages for a short period while RAPHAEL processes your request, and you may also receive text messages confirming the receipt of your opt-out request. By signing this agreement, you are waiving your right to pursue any claims arising under the TCPA related to any messages sent to you while the opt-out request is pending. To the extent any claim under the TCPA is deemed un-waivable, you agree that by using the Services or accessing the Site, you are agreeing that any such un-waivable claim arising under the TCPA will be arbitrated on an individual, not class or representative, basis, as set forth in Paragraph 13.

4.3 Opting Back In. You may opt back into receiving text messages from RAPHAEL at any time by replying START to a text message from RAPHAEL.

4.4 Push Notifications. When you install our Mobile App on your mobile device you agree to receive push notifications, which are messages an app sends you on your mobile device even when the Mobile App is not on. You can turn off notifications by visiting your mobile device’s “settings” page.

4.5 Email. You agree that we may send you emails concerning our products and services, as well as those of third parties. You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email.

5. USER CONTENT

5.1 User Content: "User Content" means any and all information and content that a user submits to, or uses with, the Site or Services, including without limitation, content in the user's profile, user reviews and/or postings. You acknowledge and agree that RAPHAEL is not responsible for any User Content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. RAPHAEL does not assume and will not have any liability or responsibility to you or any other person or user for your use or misuse of any User Content.

5.2 User Content – Restrictions: You agree not to use the Site, Services, or any of RAPHAEL's social media pages or channels to collect, upload, transmit, display, or distribute any User Content that (a) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature; or (c) in violation of any law, regulation, or obligations or restrictions imposed by any third-party.

5.3 User Content – Your Responsibilities: You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third-party

personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided, sponsored, or endorsed by RAPHAEL. You acknowledge and agree that RAPHAEL is not responsible for any User Content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. RAPHAEL does not assume and will not have any liability or responsibility to you or any other person or user for your use or misuse of any User Content. Because you alone are responsible for your User Content (and not RAPHAEL), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy or other applicable laws. RAPHAEL is not obligated to backup any User Content and User Content may be deleted at any time. You are solely responsible for creating backup copies of your User Content, if you desire.

5.4 License: You hereby grant, and you represent and warrant that you have the right to grant, to RAPHAEL an irrevocable, nonexclusive, royalty-free and fully-paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, solely for the purposes of including your User Content in the Site and Services. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

5.5 Feedback: If you provide RAPHAEL any feedback or suggestions regarding the Site or Services ("Feedback"), you hereby assign to RAPHAEL all rights in the Feedback and agree that RAPHAEL shall have the right to use such Feedback and related information in any manner it deems appropriate. RAPHAEL will treat any Feedback you provide to RAPHAEL as non-confidential and non-proprietary. You agree that you will not submit to

RAPHAEL any information or ideas that you consider to be confidential or proprietary.

6. ACCEPTABLE USE POLICY

The following sets forth RAPHAEL's "Acceptable Use Policy":

6.1 Reviews: You must have a valid account and email address to leave a review on RAPHAEL. Prior to posting a review, you will need to verify your email address associated with your RAPHAEL account. You agree not to post reviews on the Site, Services, or any of RAPHAEL's social media pages or channels that are not based upon your personal experience or are otherwise designed for any purpose other than providing other users on the Site with an accurate description of your personal experience. Reviews based on secondhand, non-personal experience are not allowed. In addition to the other restrictions contained in the Acceptable Use Policy, reviews posted on the Site, Services, or any of RAPHAEL's social media pages or channels must not: (a) be written exclusively in capital letters; (b) be plagiarized; (c) contain spam, advertisements, and/or links to external websites; (d) contain disparaging information about any other person, (e) contain overly detailed or sexual descriptions of an individual's physical appearance, or lewd personal attacks against a specific individual or group of individuals, (f) contain references to competitors other than the product being reviewed, or (g) contain unrelated personal grievances.

6.2 Photos: Image files must exclusively feature the products they illustrate and must not include body parts, messy or cluttered backgrounds, product wrapping, currency, paraphernalia, brand names, or any other objects other than the product itself. Image files must be clear and must not be blurry, fuzzy, or contain any flash reflections. Products should be centered in the image file. Image files must contain an accurate depiction of the product they illustrate. Image files cannot contain pornography or other graphic

images and must otherwise abide by the guidelines set forth in this Section 6.

6.3 Technological Restrictions: In addition, you agree not to use the Site or Services to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or Services or violate the regulations, policies or procedures of such networks; (e) attempt to or impersonate another user or RAPHAEL or gain unauthorized access to the Site or Services, other computer systems or networks connected to or used together with the Site or Services, through password mining or other means; (f) harass or interfere with another user's use and enjoyment of the Site or Services; or (g) introduce software or automated agents or scripts to the Site or Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site or Services.

6.4 Monitoring, Suspension, and Termination. We reserve the right (but have no obligation) to review any User Content (including any image files or reviews), investigate, and/or take appropriate action against you in our sole discretion (including removing or modifying your User Content, terminating your RAPHAEL Account in accordance with Section 11, and/or reporting you to law enforcement authorities) if we in our sole discretion suspect that you have violated the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person.

7. INDEMNITY

You agree to indemnify and hold RAPHAEL (and its officers, employees, and agents) harmless from any and all losses, damages, liabilities, claims, actions, judgments, awards, penalties, fines, costs and/or expenses (including reasonable attorneys' fees) arising from or relating to any claim or demand made by any third party due to or arising out of (i) your use or misuse of the Site or Services, (ii) your User Content, (iii) your violation of this Agreement; or (iv) your violation of applicable laws or regulations. RAPHAEL reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of RAPHAEL. RAPHAEL will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. THIRD-PARTY INTERACTIONS; THIRD-PARTY MATERIALS; OTHER USERS; RELEASE

8.1 Third-Party Interactions: During use of the Site or Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party service providers, advertisers, or sponsors showing their goods and/or services through the Service. In particular, RAPHAEL is not a party to any transaction that you may enter into with a third-party. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and the applicable third-party. RAPHAEL shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction, or promotion between you and any such third-party. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

8.2 Third-Party Materials: The Site or Services might display, include, or make available third-party content (including data, information, articles applications or other products, services and/or materials) or contain links to third party websites, services, and advertisements for third parties, including pricing, product names, and product descriptions (collectively, "Third-Party Materials"). You acknowledge and agree that RAPHAEL is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. RAPHAEL does not assume and will not have any liability or responsibility to you or any other person or user for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk. When you link to a Third-Party Material, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Material.

8.3 Other Users: Each user of the Site or Services is solely responsible for any and all of its User Content and Third-Party Materials. Because we do not control User Content and/or Third-Party Materials, you acknowledge and agree that we are not responsible for any User Content and/or Third-Party Materials, we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content and/or Third-Party Materials, and we assume no responsibility for any User Content and/or Third-Party Materials. Your interactions with other Site or Service users are solely between you and such users. You agree that RAPHAEL will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site or Service user, we are under no obligation to become involved.

8.4 Release: In consideration of your use of the Site and Services, you hereby release and forever discharge RAPHAEL (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish your rights with respect to, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including claims related to privacy, receipt of text messages, personal injuries, death, and property damage), known or unknown, that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Site or Service users, Third-Party Interactions, or Third-Party Materials.

9. DISCLAIMERS

THE SITE AND SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, RAPHAEL (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE OR SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

10. LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RAPHAEL (AND OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL,

EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, RAPHAEL'S (AND OUR SUPPLIERS') LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID RAPHAEL IN THE PRIOR 12 MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

11. TERM AND TERMINATION

Subject to this Section, this Agreement will remain in full force and effect while you use the Site or Services. We may (a) suspend your rights to use the Site and/or Services (including your RAPHAEL Account) or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Site or Services in violation of this Agreement. Upon termination of this Agreement, your RAPHAEL Account and right to access and use the Site and Services will terminate immediately. You understand that any termination of your RAPHAEL Account involves deletion of your User Content associated therewith from our Site, Services, and live databases.

RAPHAEL will not have any liability whatsoever to you for any termination of this Agreement, including for termination of your RAPHAEL Account or deletion of your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 3.2-3.4, 4-14.

12. COPYRIGHT POLICY

RAPHAEL respects the intellectual property of others and asks that users of our Site and Services do the same. In connection with our Site and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Site and Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site and Services, infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification must be provided to our designated Copyright Agent:

12.1 Your physical or electronic signature;

12.2 Identification of the copyrighted work(s) that you claim to have been infringed;

12.3 Identification of the material on our services that you claim is infringing and that you request us to remove;

12.4 Sufficient information to permit us to locate such material;

12.5 Your address, telephone number, and e-mail address;

12.6 A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law;

12.7 A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that

has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

13. ARBITRATION AGREEMENT AND JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND FORUM SELECTION CLAUSE.

Except for disputes brought in small claims court, all disputes between you and RAPHAEL arising out of, relating to or in connection with the Site or Services shall be exclusively settled through binding arbitration pursuant to the then-current rules of the The Israeli Institute of Commercial Arbitration (IICA) for commercial arbitration and not in court. This agreement to arbitrate applies to any claim brought under the laws of any state or national government, including claims under any federal, state or local law or ordinance. There is no judge or jury in arbitration and you are agreeing to waive your right to pursue claims in court to the greatest extent permitted by law. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. YOU AND RAPHAEL AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. Notwithstanding any provision in this Agreement to the contrary, if the class and representative-action waiver in the prior sentence is deemed invalid or unenforceable, however, neither you nor we are entitled to arbitration, and any class or representative-action claims shall proceed in a court of competent jurisdiction in Israel. The arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding any provision in this Agreement to the contrary, we agree that if RAPHAEL makes any future change to this dispute resolution provision, it will not apply to any

individual claim(s) about which you had already provided notice to RAPHAEL. Information on IICA and how to start arbitration can be found at <https://eng.borerut.com>. If the arbitration in this Section provision is found unenforceable or to not apply for a given dispute, then the proceeding must be brought exclusively in a court of competent jurisdiction in Israel. You hereby accept the exclusive jurisdiction of such a court for this purpose. To the extent enforceability of this Agreement requires reference to any state law, the Parties agree such reference shall be to the laws of the State of Israel without regard to conflict of law provisions.

13.1 Pre-Arbitration Dispute Resolution. Prior to resorting to formal dispute resolution procedures, you hereby agree to try to resolve disputes amicably and efficiently by emailing customer support. Any communication to us regarding any dispute you have must be sent within ninety calendar days of the date of the event giving rise to the dispute. You agree that engaging in this pre-arbitration dispute resolution procedure is a prerequisite to initiating a complaint in arbitration or any other form. If pre-arbitration dispute resolution efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice") within ninety calendar days of the date on which the parties agree that the pre-arbitration dispute resolution has failed. The Notice to us should be sent to the address identified in Section 14.6 below. You hereby agree that failure to follow any of the steps outlined in this paragraph operates as a waiver of your right to pursue your claims in arbitration or any other forum.

13.2 Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

13.3 Future Changes to Arbitration Agreement: Notwithstanding any provision in these Terms to the contrary, we agree that if it makes any future

change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided in Section 14.6 below. By rejecting any future change, you are agreeing that you will individually arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

14. GENERAL

14.1 No Support or Maintenance: You acknowledge and agree that RAPHAEL will have no obligation to provide you with any support or maintenance in connection with the Site or Services.

14.2 Changes to Terms of Use: We may amend these Terms at any time in our sole discretion. If we do so, we will post the modified Terms on the Service. The modifications will be effective immediately. You agree to review these Terms periodically so that you are aware of any modifications. Continued use of our Site or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

14.3 Copyright and/or Trademark Information: RAPHAEL LATAM FUNNEL LTD. All rights reserved. RAPHAEL®; the RAPHAEL logo; the RAPHAEL colors used in combination; and the RAPHAEL designs (collectively, the "Marks") are trademarks of RAPHAEL LATAM FUNNEL LTD. You acknowledge and agree that You are not permitted to use RAPHAEL's Marks or any third-party marks displayed on our site without prior written consent from RAPHAEL LATAM FUNNEL LTD.

14.4 Accessing and Downloading the Application from Apple. The following additional terms apply to any Mobile App accessed through or downloaded from the iTunes® or the App Store® (“App Store Sourced Mobile App”):

(a) You acknowledge and agree that (i) this Agreement is concluded between you and RAPHAEL only, and not Apple, and (ii) that RAPHAEL, not Apple, is solely responsible for the App Store Sourced Mobile App and content thereof. The license granted to you in the Agreement to use the App Store Sourced Mobile App and Service is a non-transferable right to use the App Store Sourced Mobile App on any Apple Device that you own or control, and only as permitted by the Usage Rules set forth in the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Mobile App.

(c) In the event of any failure of the App Store Sourced Mobile App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Mobile App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Mobile App. As between RAPHAEL and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of RAPHAEL.

(d) You and RAPHAEL acknowledge that, as between RAPHAEL and Apple, Apple is not responsible for addressing any claims you have or any claims of any third-party relating to the App Store Sourced Mobile App or your possession and use of the App Store Sourced Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Mobile App fails to conform to any applicable legal or regulatory

requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and RAPHAEL acknowledge that, in the event of any third-party claim that the App Store Sourced Mobile App or your possession and use of that App Store Sourced Mobile App infringes that third-party's intellectual property rights, as between RAPHAEL and Apple, RAPHAEL, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

(f) You and RAPHAEL acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Mobile App, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Mobile App against you as a third-party beneficiary thereof.

(g) You represent and warrant that (i) you are not located in a country that is subject to an Israeli embargo, or that has been designated by the Israeli Government as a "terrorist supporting" country; and (ii) you are not listed on any Israeli list of prohibited or restricted parties.

(h) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Mobile App.

14.5 Miscellaneous. This Agreement constitutes the entire agreement between you and us regarding the use of the Site and Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision, nor shall any single or partial exercise by RAPHAEL of any right or power hereunder preclude further

exercise of that or any other right hereunder. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation." If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Nothing contained herein shall be construed to establish an employment, partnership, or joint venture relationship between you and RAPHAEL. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without RAPHAEL's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

14.6 Company:

Raphael Latam Funnel LTD.

Maskit 35 Herzliya, P.O.B 2003, Israel

Emails: tatiana@raphael.care, office@raphael.care