

Terms and Conditions

Last updated: June 12, 2022

These Terms & Conditions (“**Terms**”) set out the legal relationship between you and GHF-Golden Heart Flower Ltd. (“**GHF**” “**The Company**” or “**Us**”) with regards to the use of the website (Collectively: “**The Services**”)

By accessing, registering or otherwise using the Services (“**Use**” or “**Using**”) you agree to these Terms and to be bound thereby, and confirm that you fully read and understand these Terms.

If you are using the Services on behalf of another entity, you represent and warrant that you have the required authority to bind that entity including in respect to these Terms and that you are agreeing to these Terms on behalf of that entity.

Please read these Terms carefully. The Terms govern your use of the Services and constitutes a legally binding agreement between you and the Company. If you do not agree to the Terms, you should refrain from making any use of the Services.

When you Use the Services you consent to receive communications from us electronically, such as e-mails, texts or notices and messages through the Application and through any E-mail address provided to us by you.

If you are unsure which sections of these Terms apply to your use of our Services or have any questions about these Terms and/or the Services, please contact us using Our Contact Details below.

HOW TO CONTACT US

You may contact us by leaving a message on our website <http://ghf-pharma.com/> (the **Website**); via our Applications or by email on contact@ghf-pharma.com (**Our Contact Details**).

1. **Terms and definitions**

For the purpose of These Terms:

“**Applicable Law**” shall mean all regional, national and international laws, rules, regulations and standards including those imposed by any governmental or regulatory authority which applies from time to time to the person or activity in the circumstances in question;

“**Website**” shall mean all of the Websites which are owned and/or operated by The Company, including subdomains and subpages, present and future.

“**You**” shall mean any person and/or entity which is registered to our platform/Application and/or is using our services.

“**Services**” Shall mean all the services provided to you by The Company, including via the Websites, no matter how they are accessed.

“**Third party Services**” shall mean any and all services supplied by third parties, including Sub

Suppliers, Independent Suppliers and Services Suppliers.

2. **Compliance, Third party Terms may apply**

- 2.1. We may use third party applications, services and software in the Application and/or in order to provide you with the services, including, but not limited to, payment services, cloud storage and/or computing services and/or location and map services software, all of which may gather and report information about you in connection with your use of the Services. By entering into these Terms you are also agreeing to comply with the provisions of third party terms and conditions that apply to your use of the Services and updates made to such Terms in the future.
- 2.2. You must also comply with any additional terms and conditions, or instructions from us, brought to your attention at the Website and/or by us or one of our customer service team.
- 2.3. You must also comply with all applicable laws and regulations when using the Services.

3. **Using our Services and Account Registration**

3.1. **General**

- 3.1.1. To use the Services, you must have a device which is connected to the internet and uses a software version that supports the Services.
- 3.1.2. You are solely responsible for charges from your mobile phone and network operator for downloading and using the Services.
- 3.1.3. You hereby warrant:
 - a) You accept full responsibility for any unauthorized use of the Services by parties not authorized to use your information;
 - b) You shall not submit details when you register to the Services using a false identity or false information;
 - c) You shall not use the Services to engage in any illegal conduct;

3.2. **Age limitation**

You must not register or access and use the Application and/or the Services if you are under 16 years of age; or if you are 16 years of age or older but less than 18 years of age without the prior permission of your parent or guardian.

3.3. **Access to the Services**

We may, at our absolute discretion and without derogating any of The Company's rights and remedies under Applicable Law or agreement, block your access to the Services, in any one of the following circumstances:

- a) A breach or suspected breach of these Terms or of any other agreement conducted between you and us;
- b) if you perpetrate an act or omission which damages or is likely to cause damage to the Company or any third parties;
- c) if you use the Services to carry out or try to carry out an action that is unlawful, or an action that can be seen, prima facie, as being unlawful, or in order to enable, facilitate, assist or encourage, the implementation of such an action;
- d) if you perform any action that prevents others from using the the Services, or from continuing to enjoy the Services in any way at all;

4. **Description of The Services**

By Using Our Services, you can receive information as determined in the Website.

5. **proprietary rights**

- 5.1. We are the owner of all legal rights, title and interest in and to the Website and the Services, including without limitation all patents, copyrights, trade secrets, trademarks, and other intellectual property and proprietary rights in and to the Services (or any part thereof) and any update and/or amendment thereto.
- 5.2. The Services, Website, including but not limited to any patents, inventions, copyrights, trademarks and other intellectual property rights and Content uploaded by the Company, inter alia, the design of the Website and other technology used to provide the Services are owned or licensed by the Company and are protected by copyrights, trademarks, patents, or other proprietary rights and Applicable Law (whether those rights happen to be registered or not, and wherever those rights may exist), and nothing in these Terms shall be deemed as a grant of any such rights to you.
- 5.3. As a condition of your access to and use of the Services, you agree not to use the Services to infringe on any intellectual property rights. You must not copy, reproduce, republish, upload, broadcast, post, transmit or distribute or otherwise deal with the IP (or permit others to do the same) except as expressly permitted by these terms, No other use is granted, unless expressly permitted by us in advance and in writing
- 5.4. The Company reserves the right, without derogating any of its rights or remedies under Applicable Law or agreement, with or without notice, at any time and in our sole discretion to block access to and/or terminate the accounts of any user who infringes or is alleged to infringe any copyrights or other intellectual property rights.

6. **Disclaimer of warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES INCLUDING BUT NOT LIMITED TO THIRD PARTIES SERVICES IS AT YOUR SOLE RISK AND THAT THE WEBSITE, APPLICATION AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE COMPANY AND ANYONE ON ITS BEHALF INCLUDING ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNEES ("REPRESENTATIVES"), MAKE

NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE, SUCH AS WARRANTIES THAT MIGHT BE INFERRED FROM, BY WAY OF ILLUSTRATION AND STATEMENTS OF THE COMPANY, REGARDING THE SERVICES, INCLUDING BUT NOT WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR YOUR NEED AND NON-INFRINGEMENT.

WITHOUT DEROGATING FROM THE GENERALITY OF THE ABOVE, THE COMPANY DOES NOT WARRANT THAT THIRD PARTIES SERVICES DESCRIPTION OR OTHER CONTENT ON THE APPLICATIONS AND/OR SITES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR FREE. THE COMPANY AND ANY OF ITS REPRESENTATIVES SHALL NOT BE LIABLE IN ANY MANNER TO THE THIRD PARTIES SERVICES AND/OR ANY DAMAGE CAUSED RELATED THERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY AND ANY OF ITS REPRESENTATIVES, DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY THIRD PARTY SERVICES, WILL MEET YOUR REQUIREMENTS, AND (B) YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY THIRD PARTY SERVICES, WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (C) THAT THE APPLICATIONS AND/OR WEBSITES ARE FULLY SAFE FROM ANY HARM INCLUDING BUT NOT LIMITED TO MALWARE ATTACK, HACKING ATTACKS, ACT OF GOD, TECHNOLOGICAL FAILURE OR ANY UNFORSEEN EVENT.

7. **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY AND/OR ANY OF ITS REPRESENTATIVES, SHALL NOT BE LIABLE TO YOU AND/OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY OR OTHER DAMAGES OF ANY KIND WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY IN RESPECT OF THE SERVICES AND/OR ANY USE AND ANY FAILURE TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO THIRD PARTIES SERVICES. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY PENALTIES, EXPENSES AND FINES, LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, SECURITY BREACH, VIRUSES, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERPRETATION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER OR NETWORK FAILURE OR OTHER TECHNICAL OR MALFUNCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATIONS ON THE COMPANY'S AND OF ITS REPRESENTATIVES, LIABILITY IN THIS SECTION SHALL APPLY WHETHER OR NOT COMPANY AND OF ITS REPRESENTATIVES HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSSES ARISING.

WITHOUT DEROGATING FROM THE AFOREMENTIONED, IN NO EVENT SHALL COMPANY'S AND ANY OF ITS REPRESENTATIVES', LIABILITY FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EXCEED 50% OF THE FEES

ACTUALLY PAID TO THE COMPANY BY YOU (NOT INCLUDING CONSIDERATION OF THIRD PARTIES SERVICES) DURING THE THREE MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

TO REMOVE ANY DOUBT IT IS CLARIFIED THAT THE COMPANY AND OF ITS REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY USE, ACTIVITY AND BUSINESS IN RESPECT OF THE SERVICES AND ANY SUCH USE, ACTIVITY AND BUSINESS WILL BE PERFORMED BY YOU AT YOUR DISCRETION AND RISK. YOU MAY RETAIN ANY INSURANCE RELEVANT TO ANY SUCH USE, ACTIVITY AND BUSINESS AT YOUR DISCRETION, RISK AND ACCOUNT.

BY USING THE SERVICES YOU AND ANYONE ON YOUR BEHALF IRREVOCABLY WAIVES, RELEASES, REMISES AND FOREVER DISCHARGES THE COMPANY AND ANY OF ITS REPRESENTATIVE OF AND FROM ANY AND ALL MANNER OF ACTION AND ACTIONS, CAUSE OR CAUSE OF ACTION, RIGHTS, ACTS, OMISSIONS, DAMAGES, CONTROVERSIES, COMPLAINTS, CLAIMS AND DEMANDS WHATSOEVER, WHICH THEY HAVE R WHICH THEY MAY HEREAFTER HAVE AGAINST COMPANY AND ITS REPRESENTATIVES, IN RESPECT OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THIRD PARTIES SERVICES, ANY USE OF AND/OR ANY FAILURE TO USE THE SERVICES INCLUDING BUT NOT LIMITED TO THIRD PARTIES SERVICESS, INTER ALIA, DUE TO MATTERS, EVENTS OR ACTIONS WHICH ARE BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, ANY FAILURE OF THIRD PARTIES SERVICES, ACT OF GOD, WAR, STRIKE, PLAGUE, GOVERNMENT ORDER, THIRD PARTIES ACTIONS OR OMISSIONS OR ANY OTHER FORCE MAJEURE.

8. **Indemnification**

You undertake upon Company's written request, to defend, hold harmless and indemnify Company and any and all of its Representatives (each "Indemnified Party") from and against any and all damages, losses, claims, actions, penalties, fines and expenses (including but not limited to attorney fees) incurred by any of them arising out or in connection with: a) any use of the Application or Services; and/or b) any breach of these Terms; and/or c) any and all activities that occur under your account, username and/or password; and/or (d) a claim and/or demand made by a third party claiming you and/or anyone on your behalf breach any right of the third party whatsoever.

9. **Termination**

- 9.1. You may cease Using the Services at any time.
- 9.2. We may terminate and/or suspend your access to the Services in case of any breach or suspected breach of these Terms.
- 9.3. We may also immediately suspend access to your Account, the App, and/or the Services if we reasonably believe that you have infringed any intellectual property in connection with the Application and/or the Website; there is a security risk to our network or systems; or you are in breach of another agreement with us.

10. **Privacy Policy**

Please read our Privacy Policy to understand how information and user data is stored and/or collected when you use our Services. You can view the policy on our website: <http://ghf-pharma.com/>

11. **Governing Law and Jurisdiction**

You agree that all matters relating to these Terms and the Use of The Services shall be governed by the laws of the State of Israel without respect to its conflict of laws principles. You also agree to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel, and no other courts or tribunals shall have jurisdiction.

12. **Contact Us**

If you have any questions relating to these Terms or need the support of any kind in relation to the Services, please contact us with any issue that may arise and we will do our best to answer you shortly.

13. **Miscellanies**

- 1.1. These Terms constitute the entire agreement between you and the Company in connection with the Services. If any provision in these Terms shall be deemed unlawful, void, or for any reason is unenforceable, then that provision shall be enforced to the maximum extent permissible, and the remainder of these Terms shall remain in full force and effect. Any failure by the Company to enforce or exercise any provision hereunder shall not constitute a waiver of a right or provision.
- 1.2. The Company may transfer, assign, sublicense or pledge in any manner whatsoever, any of its rights and obligations under these Terms to any third party whatsoever, without notice and without the need to receive your consent. You may not assign transfer, assign, sublicense or pledge in any manner whatsoever, any of your rights and obligations under these Terms.
- 1.3. We may amend these Terms from time to time and will notify you of any changes by publishing an updated version in the Website ("The updated terms"). Please check the terms published in the Website periodically for changes. Your continued use of the Services will confirm your acceptance of the updated Terms. If you do not accept the updated Terms you may not be permitted to continue to use our Services.