

# User's Agreement

www.planbtele.com is a site for online purchase of a variety of packages for virtual SIMs. The following information about the services and products offered for purchase on the site.

## Use of the website:

These regulations and terms of use constitute a binding agreement between you, either privately or through a corporation ("you") and the website regarding browsing and using the website on any computer or other communication device such as a cell phone, tablet computer, etc.

They also apply to the use of the website and/or related websites through an application or any other means.

Read the regulations and terms of use carefully, since browsing the site and performing actions on it indicate your agreement to the terms contained in these regulations and conditions of use "Regulations".

What is stated in the regulations refers equally to members of both genders and the use of masculine and/or feminine is for convenience only.

Browsing the site is allowed at any age.

The purchase on the website is intended for those with legal capacity over the age of 18 only.

A purchase by a minor under the age of 18 on the website requires the approval of a parent or guardian.

As a rule, surfing the site and perusing it do not require registration, and it is open to any surfer. Without deviating from the above, the website reserves the right to prevent a surfer who has not registered to the website access to certain services on the website, for any reason or reasoning, at its sole discretion, without the need for prior notice or warning and without being responsible for any damage due to its decision.

In the event that it is determined that a provision in these regulations is unenforceable or invalid for any reason, this will not affect or impair the legality, validity and enforcement of the other provisions of the regulations.

## **Intellectual Property:**

Unless expressly stated otherwise, all copyrights and intellectual property on the site, including designs, images, audio, video, text, databases, software, code ("the Content") as well as symbols, trademarks, etc. ("the Marks") are Owned by the site alone, or owned by a third party, who authorized the site or gave a license to the site to legally use the contents or signs, including the site's business partners.

The content and marks are provided "AS IS" for personal use only.

Unless expressly stated otherwise, you may not copy, distribute, publicly display, publicly perform, transmit to the public, modify, process, create derivative works, sell or rent any part of the above, either directly or through or in collaboration with a third party, in any way or Means whether electronic, mechanical, optical, photographic or recording means, or in any other way, without obtaining prior written consent from the website or the other rights holders, as the case may be, and subject to the terms of the consent.

If and to the extent that such consent has been given, you must refrain from removing, erasing or disrupting any notice or sign regarding intellectual property rights, for example: the copyright mark, © or trademark ®, accompanying the contents that will be used.

Provided that you are entitled to browse the site, the site grants you a limited license to use it and to download or print a copy of any part of the content to which appropriate access has been granted for personal, non-commercial use only.

## **Copyright and Intellectual Property Infringement:**

We respect the copyrights and property of others.

If you believe that information or content on the site violates your proprietary rights, please contact us using the contact information at the bottom of these regulations.

## **User statements:**

When browsing the website, you undertake and declare as follows:

- (1). Browsing the website and using it is your sole responsibility;
- (2). The details you entered when leaving the details and/or making a purchase on the website are correct, current, accurate and complete;

- (3). As far as this is necessary, in the event of a change of details, you will update them by contacting the website;
- (4). You have legal capacity and you agree to the terms of the regulations;
- (5). You will not use the website by automated or non-human means, whether through a BOT, script or in any other way;
- (6). You will not make illegal use of the site;
- (7). Your use of the Site will not violate any applicable law or regulation.

The site may prevent any surfer from using the site at its absolute discretion.

Without deviating from the above, the site may block access to it or part of it if, when leaving details on the site, incorrect, out-of-date or incomplete details were intentionally provided.

## **Prohibited activity on the site:**

You may not use the site except for the purposes for which it is intended. The use of the website is permitted for private and personal purposes only and it may not be used for commercial purposes except for those specifically approved by the website.

As a user of the website, you agree not to:

- retrieve data or other content from the Website to create or compile a collection, database or directory without prior written permission from the Website;
- make any use of the website designs;
- make unauthorized use of the website, including collecting email addresses, etc. by electronic or other means for the purpose of sending emails by automatic means;
- bypass, disable or otherwise interfere with the security of the website, including using applications that prevent or limit the use or copying of any content;
- defraud or mislead the site and/or its users;
- make incorrect use of the website's support services or submit false reports regarding the use of the website;

- make automated use of the system, such as using scripts to send comments or messages, or using data mining, robots or similar data collection and extraction tools;
- try to impersonate another person and/or transfer the access details to the website to another person;
- use the information received on the site in order to harass, abuse or harm another person;
- use the Site as part of any effort to compete with the Site;
- retrieve, decipher or reverse engineer any part of the Site, an option on the Site or an application on the Site;
- harass, intimidate or threaten any of the site's employees or agents;
- delete the copyright or proprietary rights notice from any content or mark;
- copy or adapt the website code or part of it, including but not limited to HTML, JavaScript, PHP, CSS, JSON or other code;
- upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including the use of spam, which will interfere with the use of the Site;
- perform an action that will harm or damage the site, according to the site's discretion;
- use the website in a way that is inconsistent with the law, regulations and rulings.

Without detracting from any additional right, any use of the website in violation of the above may result, among other things, in the termination or suspension of your rights to use the website.

### **Third party content:**

The website may use links to other websites (third-party websites) as well as articles, images, text, graphics, photos, designs, music, sound, video, information, applications, software and other contents or items belonging to or originating from third-party websites (third-party content ).

Third-party websites and third-party content are not investigated, monitored, or reviewed by the website and the website is not responsible for third-party content published through the website, accessed through the website, available through the website or installed on it, including content, opinions, reliability, practices privacy or other policies of or contained in third-party websites or third-party content.

Using a link or allowing the use or installation of third-party websites or any third-party content does not imply approval or approval of this by us, and the responsibility for entering this link rests solely with the surfer, who must check it before entering it.

The website does not take responsibility for any purchase you make from third party websites or other companies which will be made and will be valid exclusively between you and the relevant third party.

## **Site management:**

We reserve the right to:

- (1). monitor violations of these regulations;
- (2). take legal action against anyone who violates the provisions of the law or the provisions of these regulations, at the sole discretion of the site, including, without limitation, reporting the user to law enforcement authorities;
- (3). refuse, restrict access, limit availability, or disable (to the extent technologically possible) any of your contributions to the site or any part thereof, at the sole discretion of the site and without limitation;
- (4). to manage the website in a way that will protect his rights and property and facilitate its proper functioning.

## **Authorization for mailing, publications and advertisement:**

A surfer who has left details on the website and is attached to the website's mailing list, approves the use of his details for the purpose of receiving marketing information, updates and advertisements that the website will make from time to time.

The mailing instructions detailed in the regulations below will apply to a surfer who left such details.

Do not leave the details of another person on the site without their consent and/or without their presence in front of the screen when leaving the details and after all the terms of the regulations have been explained to them.

When leaving the details, the surfer will be asked to provide personal details such as: first name, last name, telephone as well as an active e-mail address (at the sole discretion of the website).

Providing incomplete or incorrect details may prevent the possibility of using the service and thwart contact if necessary.

In case of change of details, they must be updated on the website.

It is clarified that there is no obligation by law to provide details on the website, however, without providing them it will not be possible to receive marketing content and updates from the website.

The site will not make use of the provided details, except in accordance with the site's privacy policy, which is an integral part of the regulations.

Leaving details on the website and confirming receipt of marketing content includes, among other things, receipt of marketing content, information regarding promotions, updates and discounts offered to registered users.

Mailing approval (receipt of marketing content) as mentioned, constitutes the surfer's consent to the sending of advertisements according to the Communications Law (Bezeq and Broadcasting) (Amendment No. 40) 2008 (Communications Law).

It is clarified that the individual leaves the possibility to remove himself from the mailing at any time by clicking on "remove from the mailing list" or any similar wording that appears at the bottom of each mailing sent or by contacting the website by email.

If the registrant himself is removed from the mailing list as stated, the site may, subject to the Communications Law, forward direct mail to the registrant as stated.

The site may cancel the registration of a surfer to the mailing list at its absolute discretion.

Without deviating from the above, the site may prevent a user from browsing and/or cancel registration to the mailing list, or block access to it in any of the following cases:

- If when leaving the details and/or making the purchase on the website, incorrect details were intentionally provided;

- In the event that the site is used to commit or attempt to commit an illegal act according to the laws of the State of Israel, or an act that is perceived as illegal as stated above, or to enable, facilitate, assist or encourage the commission of such an act;
- If the terms of the regulations were violated;
- If any action was taken by a surfer that would prevent others from continuing to use the site in any way.

The information in the mailing should not be considered as a promise of any result and/or warranty for the product and/or service offered therein.

The site will not be responsible for any damage (direct or indirect), loss, grief and expenses caused to the person leaving details and/or to any third parties as a result of using or relying on any content, information, data, presentation, advertisement, product, service, etc. appearing in the mailing. Any such reliance is made at the sole discretion and responsibility of the person leaving the details.

The mailing as a whole, including all the information that appears in it, is offered as is, and will be as accurate and correct as possible, however, the information may not be complete or, alternatively, there may have been technical or other errors in the information.

The surfer confirms that he will not have any claim regarding advertisements and/or advertisements displayed on the website, including regarding their location on the website. It is clarified that with regard to advertisements displayed under the auspices of a third party, the website does not have any intervention in the selection of the displayed advertisements, the veracity of their design and the order of their appearance.

## **Conclusion:**

The terms of this regulation will remain in effect when using the site.

Without deviating from any other provision in these regulations, the site reserves the right to prevent any surfer from using the site (including blocking certain IP addresses), for any reason or reasoning whatsoever (without having to provide a reason or reasoning), at its sole discretion, without the need for prior notification or warning And without being responsible for any damage due to his decision.

Also, the site may terminate your use of it and any content or information you have posted at any time, without prior warning.

## **Site changes, malfunctions and service interruptions:**

The site reserves the right to change from time to time or remove the site content for any reason at its sole discretion and without prior notice. The site is not obligated to update any information or content on the site.

The site will not be liable to you or to any third party for such change, suspension or discontinuance of service. The site does not guarantee that the site's services will not be interrupted, will be provided in order or without interruptions, will exist safely and without errors and will be immune from unauthorized access to the site's computers or from damages, breakdowns, malfunctions or failures - all in hardware, software, lines and communication systems at the site or at anyone else's from its suppliers.

The site reserves the right to change, at any time and without prior notice, the terms and conditions in these regulations that apply to the use of the site and these changes will enter into force immediately upon their inclusion in the regulations.

## **Load packages:**

You can purchase charging packages on the website for a variable period, depending on the packages displayed on the website.

The recharge package will take effect immediately after making the purchase.

In the event that the top-up did not take effect for any reason, it is the customer's responsibility to contact the website via email [support@planbtele.com](mailto:support@planbtele.com) or live chat on the website [planbtele.com](http://planbtele.com) and inform that the top-up did not take effect.

The provision of the service will be possible subject to the sole discretion of the site and the site will not be responsible for any delay and/or delay in the provision of the service and/or failure to provide the service, as a result of force majeure and/or technical failures and/or events beyond its control.

## **The purchase on the website:**

Prices, availability and other purchase conditions appear on the website pages and may change from time to time. The site reserves the right to change the variety of products and/or services or to discontinue them or to change the price of the products and/or services offered on the site and outside, without prior notice. When ordering on the website, you are responsible for providing correct, accurate, current and complete



information. The site may verify the details entered after placing an order, and may cancel or limit the order at any time. If a payment was made for a canceled order, the site will return the payment amount to the same payment method. If, for any reason, the credit card company refuses to transfer the amount of payment for a purchase on the website, the website will be entitled to suspend or immediately stop providing the service and it is entitled to demand the payment in addition to the cost incurred by the website due to the refusal (including fines from a third party) by other means, for consideration The site's opinion. If the website is forced to resort to legal proceedings to collect payment balances, you undertake to indemnify the website for all expenses incurred, including attorney's fees and other legal expenses. A purchase on the website is subject to additional terms and conditions of the credit companies and/or any other means of payment appearing on the website. The site may, at its sole discretion, suspend a paid charge and contact the customer to verify the payment details and the payer. The customer will not have any claim and/or claim and/or demand against the site for delayed loading and/or verification of details.

## **Refund, change and cancellation policy:**

After making a purchase, it will not be possible to make a change, and/or cancel the order.

In accordance with the Consumer Protection Law, 1981-1981, it will not be possible to cancel a recharge package.

What is stated in the regulations is subject to the provisions of the Consumer Protection Law, 1981.

## **Jurisdiction:**

These regulations and the use of the website will be exclusively governed by the laws of the State of Israel, but the international choice of law rules set forth in them will not apply.

The courts in the jurisdiction of the \_\_\_ District Court will have exclusive jurisdiction over all matters arising from and/or related to the Regulations and/or legal disputes that arise between you and the website.

## **Accuracy/technical and other corrections:**

The site as a whole, including all the information that appears on it, is offered to the public as is, and will be as accurate and correct as possible, however, the information may not be complete or, alternatively, there may have been technical or other errors in the information.

The website reserves the right to correct mistakes and/or errors and/or inaccuracies as mentioned above and to update the information on the website at any time and without prior notice.

## **Site responsibility:**

The contents on the site can be used as they are (AS IS). It is not possible to adapt them to the needs of each and every person. The surfer will not have any claim, claim or demand towards the site regarding the features of the contents, their capabilities, their limitations and/or their suitability to his needs and the use of the website will be the sole responsibility of the surfer on the website.

The product images on the website are shown for illustrative purposes only. There may be certain differences in appearance, color, size, etc. between the product, as it is presented on the website, and the product that will be delivered to the customer. A clerical error in the description of a product and/or its price will not obligate the site.

The products appearing on the website may be manufactured and/or imported and/or marketed and/or supplied by third parties. The customers of the site confirm and declare that they are aware of this and that they will bear the responsibility to contact and demand from the manufacturer and/or the importer and/or the marketer and/or the supplier compensation for any damage, direct or indirect, including bodily damage, which they will incur that exceeds the cost of the product.

The customers of the site will not have any claim against the site, its managers, employees or anyone on its behalf and they will not be responsible, directly or indirectly, for any damage including, to the body, purchase or any other damage or any other loss, which will be caused as a result of incorrect use of the site's services, even if the site has warned, recommended or advised on a particular matter or on a particular service and in no case will the site be a substitute or bear the responsibility of the customer and/or the recipient of the service.

The customer bears the responsibility and any mandatory risk for damage to his property and/or the property of third parties, arising from the use of the website services.

The use of the site will be done at the sole and full responsibility of each surfer. The site does not guarantee that the contents and services published on the site will be complete, correct, legal or accurate or that they will meet the expectations and requirements of any surfer. The website will not bear any responsibility for any result arising from them, or from using them, or from relying on them, including:

- (1) errors, mistakes and inaccuracies;
- (2) damage to the body or property, of any kind, caused by the use of the website and/or purchase on the website;
- (3) interference with access to or from the website;
- (4) Any bug, virus, Trojan horses, etc. that may be transmitted to the site by any third party.

## **Privacy Policy:**

The site respects customer privacy.

In addition to the information you submit when you register on the site, the site collects certain information about your computer, through which you visit and perform actions on the site. The information is collected automatically (including through the use of "cookies") and may include IP addresses, browser type, times of browsing and entering the website, the method of browsing and the tool you use for the purpose of browsing, details about your Internet provider and the addresses of the websites from which you arrived (the information provided when The registration and the information collected by the website as mentioned in this paragraph will be called together: "the information collected on the website").

## **The information collected on the site may be used by the site for the following purposes:**

- provide you with services and improve the website and/or the services;
- the proper operation of the site;
- analyze and manage the website properly;
- improving the site's customer service;
- to contact you or provide you with data in connection with the website or service;

## **In order to provide you with the information you requested or additional information that the website believes may be of interest to you, from time to time:**

- to tailor advertisements and commercial information according to your personal preferences;
- in order to contact you by the site's representatives regarding the products that the site provides;
- in order to carry out customer surveys and/or marketing research which the site conducts from time to time.

The site and/or anyone on its behalf will not disclose and/or sell any information collected on the site to any third party, except for those on whose behalf they provide the information collected on the site solely for the purpose of providing a service and completing a purchase procedure carried out on the site, and who are also obligated to fully protect Confidentiality of the information collected on the website.

At the same time, the website and/or anyone on its behalf will be allowed to transfer information collected on the website to third parties (with the exception of sensitive information such as credit information, ID numbers, etc.) in each of the following cases:

- Your written consent was given in advance;
- The website and/or anyone on its behalf are required by law to transfer said information, for example, by virtue of a court order;
- In order to protect the legal and proprietary rights of the site and/or anyone on its behalf with regard to this site;
- In the event of a legal dispute between you and the website that would require the disclosure of the details;
- If you violate the regulations of the site or if you perform through the site, or in any connection with the site, actions that are contrary or deemed to be contrary to the law, or any attempt to perform such actions;

- In any case that the website believes that the delivery of the collected information is necessary in order to prevent serious damage to the user's body or property or to the body or property of a third party;
- Also, it is possible that the website will transmit to third parties only general statistical information, which is not personal or private, regarding the use of the website, such as the total number of visitors to this website and to each page of the website as well as the domain names of the Internet service providers of the visitors to the website;

If the site is merged into the activity of another body or if the site is transferred to the ownership of another corporation, it will be possible to transfer the information on the site to the new corporation, but only if the corporation undertakes to maintain this privacy policy.

It is important to remember that it is not possible to guarantee one hundred percent against hostile and determined activity on the part of foreign parties, therefore there is no absolute security in these actions and the website does not guarantee that the services on the website will be completely immune from unauthorized access to the information collected therein.

## **Indemnity:**

The surfer must indemnify the site, its employees, managers, business partners or anyone on their behalf for any damage, loss, loss of profit, payment or expense incurred by them - including attorney's fees and court costs due to the violation of the regulations.

## **Various:**

The terms of this regulation constitute all agreements and understandings regarding the use of the website. Failure to exercise or enforce a right or instruction in these regulations will not be considered a waiver on the part of the site to exercise the right or enforce the instruction.

The site will be entitled to assign to others all or part of its rights and/or obligations in these regulations.

## **Contact:**

The website strictly complies with the provisions of the law and respects the right of website users and others to privacy and good name. If you believe that content has been

published on the site that offends you for any reason, please contact us according to the details below and we will try to handle your request as soon as possible.

**As mentioned inquiries can be forwarded by the following means:**

**Address:**

PO Box 92 Nahariya 2210002;

phone: 050-8523737

Email: [support@planbtele.com](mailto:support@planbtele.com)