

TERMS OF USE

IMPORTANT INFORMATION: These Terms of Use (the “Terms” or this “Agreement”, in short) constitute a binding agreement between us, Bookaway Ltd., company no.

515711760, with registered place of business at 4 Weizmann Street, Tel Aviv (“Bookaway”, “we”, “us” or “our”) and you and govern your access to and use of the Bookaway Services (as defined below). Please read this Agreement and our Privacy Policy carefully before using our Services.

THROUGH OUR ONLINE PLATFORM, WE ENABLE SUPPLIERS (DEFINED BELOW) TO OFFER TRANSPORTATION SERVICES (DEFINED BELOW) THROUGH LISTINGS (DEFINED BELOW) FOR AND TRAVELERS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK SUCH TRANSPORTATION SERVICES. YOU UNDERSTAND AND AGREE THAT BOOKAWAY IS NOT THE OPERATOR OF THE TRANSPORTATION SERVICES OFFERED BY SUPPLIERS, NOR IS BOOKAWAY AN AGENT OR INSURER. BOOKAWAY HAS NO CONTROL OVER THE CONDUCT OF SUPPLIERS, TRAVELERS AND OTHER USERS OF THE PLATFORM OR ANY TRANSPORTATION SERVICES AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

BOOKAWAY **CANNOT AND DOES NOT CONTROL THE ACTUAL TRANSPORTATION SERVICES PROVIDED** AND THE CONDITION, LEGALITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY TRANSPORTATION SERVICES. BOOKAWAY IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL TRANSPORTATION SERVICES. ACCORDINGLY, ANY USE OF TRANSPORTATION SERVICES WILL BE MADE AT THE TRAVELER’S OWN RISK.

DEFINITIONS:

“**Listing**” means such specific Transportation Services that are listed by a Supplier as available for booking via the Platform.

“**Platform**” is an online platform that allows Travelers to book or reserve Transportation Services and a variety of other travel related services from third party suppliers.

“**Services**” means the Platform and the Site.

“**Site**” means the Bookaway website, accessible at www.bookaway.com and

“Supplier” means a third-party provider of Transportation Services who creates a Listing via the Services.

“Transportation Services” means traveling and transportation services, including round-trips, oneway or multi-city journeys, by bus, taxi, car, boat, ferry, hovercraft or other means of transportation.

“Traveler” means You or any other end user who requests a booking of Transportation Services via the Services.

1. THE PLATFORM

Bookaway provides an online platform that connects Suppliers of specific Transportation Services with Travelers seeking to purchase such services, available on the Site.

1. You must be 18 or older to use our Services and book Transportation Services. In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have the legal authority to create a binding legal obligation, your parent or guardian must agree to our Terms and our Privacy Policy on your behalf.
2. If you are using the Services on behalf of another person (including any corporation or legal entity other than using it personally), you represent that you are authorized to act on behalf of that person or corporation, and are nevertheless individually bound by these Terms even if we have a separate agreement with such corporation. You will inform such other persons or entities about the Terms that apply to the services purchases on their behalf, including all rules and restrictions applicable thereto.
3. We reserve the right, at our discretion, to modify these Terms from time to time, which modification will be effective 7 days following the posting of the modification to our Platform, and will apply to causes of action arising after the effective date of the change. If a revision, in our sole discretion, is material we will notify you. You should continue to check the Platform for changes. Your continued use of our Services following the posting of changes to these Terms or providing notice to you whichever occurs first, will mean that you accept those changes.
4. We, in our sole discretion, have the right to terminate or suspend your access to the Services immediately and with or without cause.
5. As stated above, Bookaway makes available the Platform, including related technology, for Travelers and Suppliers to meet online, write reviews, search, compare, enter contests and arrange for bookings of Transportation Services. Bookaway is not an operator of any Transportation Services, and we do not own, sell, resell, furnish, provide, manage and/or control any transportation, tour or

travel services. Our responsibilities are limited to: (i) facilitating the availability of the Services and (ii) accepting payments from Travelers on behalf of the Supplier.

2. Your Use of our Services

a. Ownership

The Services as well as the content on the Services, including without limitation, text, descriptions, products, software, graphics, all page headers, button icons, scripts, photos, interactive features, services, and all associated intellectual property rights, and any other content on the Services ("**Content**") and the trademarks, service marks and logos contained therein ("**Marks**"), are owned by or licensed to us.

Content in the Services is provided to you "**AS IS**" for your information and personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, decompiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. We reserve all rights not expressly granted in and to the Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content. You agree not to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Services.

"Bookaway", the Bookaway logo, and other Marks are trademarks of Bookaway or our affiliate's Marks. All other trademarks, service marks, and logos used on our Services are the trademarks, service marks, or logos of their respective owners.

This section shall survive any termination of these Terms.

b. Unauthorized use

You will and you agree to:

- comply with all applicable laws in connection with your use of the Services. This includes any privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
- provide accurate information to us and update it as necessary; and (iii) act honestly and in good faith.

You agree NOT to:

- Defame, stalk, bully, abuse, threaten, harass, abuse, intimidate, harm another person or engage in any other predatory behavior, including sending unwelcomed communications to others or engage in any other predatory

behavior, or incite others to commit violent acts.

- use or attempt to use another's account or create a false identity;
- share other users' or third party's information without their express consent;
- duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found in the Services except as permitted in these Terms, or as expressly authorized by us;
- utilize or copy information, content or any data you view on or obtain from the Services to provide any service that is competitive, in our sole discretion, with the Services;
- reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Services (whether ours or our licensors');;
- collect, harvest, use, copy, or transfer any information, including, but not limited to, personally identifiable information obtained from the Services (except if the owner of such information has expressly permitted the same);
- infringe or use our brand, logos or trademarks in any business name, email, or URL except as expressly permitted by us;
- use or launch any manual or automated system or software, devices, scripts robots, other means or processes to access, "scrape," "crawl", "cache", "spider" or any web page or other service contained in our Services, or to access the Services in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;
- use bots or other automated methods to access the Services, add or download contacts, send or redirect messages, or perform other similar activities through the Services;
- access, via automated or manual means or processes, the Services for purposes of monitoring its availability, performance or functionality for any competitive purpose;
- engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- attempt to or actually access the Services by any means other than through the interfaces provided by us. This prohibition includes accessing or attempting to access the Services using any third-party service, including software-as-a-service platforms that aggregate access to multiple services;
- attempt to or actually override any security component included in or underlying the Services; or
- Interfere or disrupt the Services, including, but not limited to any servers or networks connected to the Services, or the underlying software.

3. Bookings over the Platform

If you choose to enter into a transaction with a Supplier for the booking of Transportation Services, you agree and understand that you are entering into an agreement with the Supplier and you agree to accept any terms, conditions, rules and restrictions associated with Transportation Services imposed by the Supplier. You acknowledge and agree that we only sell tickets and are not the operator of the Transportation Services, and that, with the exception of our obligation to reserve the Transportation Service and to transfer the payment hereunder, we disclaim all liability arising from or related to the Transportation Service provided or any such agreements between you and the Supplier. Upon your payment of the ticket price of the specific Transportation Services to Bookaway, your payment obligation to the Supplier is fulfilled, and Bookaway will remit to the Supplier the respective payment.

We process payments through a third party PSP (payment service provider). The Listing for a Transportation Service specifies the final ticket price (the **"Ticket Price"**). As noted above the Supplier is required to either confirm or decline the booking within 48 hours of when the booking is requested. If a requested booking is declined (i.e. not confirmed by the applicable Supplier), the full Ticket Price collected by Bookaway will be refunded to you, and any pre-authorization of your credit card will be released, if applicable, and you acknowledge we will refund these amounts as soon as practicable.

In connection with your requested booking, you will be asked to provide customary billing information such as name, billing address and credit card information either to Bookaway or to the third-party payment processor. You agree to pay Bookaway for any confirmed bookings made in accordance with these Terms by one of the methods as may be described on the Platform, e.g. by credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, via a third party online PSP or by one of the other payment methods as may be described on the Platform. If you are directed to Bookaway's third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking and providing a booking reference number. WHILE FOR MOST SUPPLIERS THE EMAIL WITH THE CONFIRMED BOOKING IS SUFFICIENT, THERE ARE CASES IN WHICH THE EMAIL CONFIRMATION ONLY CONTAINS A VOUCHER THAT YOU NEED TO SHOW IN ORDER TO COLLECT THE ACTUAL BOARDING TICKET. IN SUCH CASES THE LISTING AND THE CONFIRMATION EMAIL WILL CONTAIN DETAILED INSTRUCTIONS WITH REGARD TO THE TICKET COLLECTION. You alone are

responsible for your itinerary. If you are using Transportation Service(s) to attend a meeting, flight or any other event, you must consider potential delays, cancellations and unexpected interruptions. Hence, you have to book the Transportation Service that is scheduled to arrive to such meeting, flight or event at least twenty-four (24) hours prior to the scheduled time. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY IN CONNECTION WITH YOU MISSING A MEETING, FLIGHT OR ANY OTHER EVENT DUE TO ANY DELAY, CANCELTION OR INTERRUPTION OF TRANSPORTATION SERVICES(S).

4. Notices

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

5. Changes and Cancellations

You may change or cancel your booking on the Platform under the menu item “Manage my Booking” by entering your name and the booking reference code. If you cancel the requested booking before it is confirmed by a Supplier, Bookaway will cancel any pre-authorization to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested booking within a commercially reasonable time (7-10 business days)]. Once your booking is confirmed by the Supplier, our cancellation and [refund policy](#) applies, unless otherwise stated on the booking page of the specific Transportation Service. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU CAN RECEIVE THE TRANSPORTATIONSERVICES AT THE AGREED TIME AND PLACE. NO REFUND CAN BE GIVEN IF YOU ARRIVELATER THAN THE AGREED TIME TO THE AGREED STATION, PLATFORM OR DEPARTUREPOINT AND THEREFORE MISS A JOURNEY OR TRIP. WE RECOMMEND THAT YOU ARRIVE ATLEAST THIRTY MINUTES PRIOR TO THE SCHEDULED TIME TO THE AGREED STARTING OR PICK-UP POINT, WITH THE EMAIL WITH THE CONFIRMED BOOKING – AFTER YOU COLLECTED THE VOUCHER (IF NEEDED).

Bookaway accepts no liability if a Traveler is refused access to Transportation Services, or is requested to leave a vehicle, due to the Traveler’s inappropriate, offensive, wild, violent or dangerous behavior, including but not limited to substance abuse, drunkenness, misconduct or inappropriate exposure.

6. International Travel

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met

during the time of traveling. We urge Travelers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to or within international destinations. BOOKAWAY ACCEPTS NO LIABILITY IF YOU ARE REFUSED ACCESS TO ANY TRANSPORTATION SERVICE(S) OR INTO ANY COUNTRY DUE TO YOUR FAILURE TO CARRY THE CORRECT AND ADEQUATE PASSPORT, VISA, OR OTHER TRAVEL DOCUMENTS REQUIRED BY ANY SUPPLIER, AUTHORITY, OR COUNTRY, INCLUDING COUNTRIES OF TRANSIT.

7. No Endorsement

Bookaway does not endorse or assume responsibility for any Suppliers or any Transportation Service. In addition, although we require Suppliers to provide accurate information, we cannot confirm or verify the terms of each single journey. You should exercise caution and common sense to protect your personal safety and property when determining the identity of Suppliers who you contact via the Platform and suitability of Transportation Services that you book via the Platform. Accordingly, we encourage you to take independent measures to confirm the terms of each journey you book via the Services. Bookaway will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services, other than as provided herein.

PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICES ARE INTENDED TO BE USED TO FACILITATE THE BOOKING OF TRANSPORTATION SERVICES. BOOKAWAY CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTING AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY TRANSPORTATION SERVICES. BOOKAWAY IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND TRANSPORTATION SERVICES. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE TRAVELER'S OWN RISK.

8. Third Parties' Links, Websites, and Services

The Services may contain links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We are not affiliated with those websites, have no control over those websites, and assume no responsibility for the content, privacy policies, or practices of any third-party websites. In addition, we will not and cannot censor or edit the content of any third-party site.

If you access any third party's website, service, or content from our Services, you do so at your own risk. By using the Services, you expressly release us (and our owners, employees, agents, affiliates, and/or licensors) from any and all liability arising from your use of any third-party website, information, materials, products,

or services. Accordingly, we encourage you to be aware when you have left the Services and to read the terms and conditions and privacy policy of each other website that you visit.

We permit you to link to materials on the Services for personal, non-commercial purposes only.

9. Reporting Misconduct

If you book Transportation Services with a Supplier who you feel is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Bookaway by contacting us with your police station and report number at support@bookaway.com; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you. Bookaway will not be held liable for any behavior or conduct of any third party, on or around the vehicle, including the behavior of other passengers.

10. Disclosure

We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:

- satisfy any applicable law, regulation, legal process, subpoena or governmental request;
- enforce these Terms, including investigation of potential violations of it;
- detect, prevent, or otherwise address fraud, security or technical issues;
- cooperate with law enforcement authorities or prevent child exploitation;
- respond to user support requests; or
- protect our, our users' or the public's rights, property or safety.

11. Disclaimer

Bookaway expressly disclaims any liability that may arise out of disputes between you and the Supplier. In the event of a dispute with the Supplier, you release Bookaway and its affiliates (and their respective officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES, PARTNERS,

LICENSORS AND AGENTS AGENTS SHALL NOT BE LIABLE FOR ANY CHANGES TO SCHEDULES, ROUTES OR DROP-OFF POINTS CAUSED OR MADE NECESSARY BECAUSE OF STRIKES, ROAD OR STREET CLOSURES OR BLOCKAGES, RAILWAY CLOSINGS OR SHUTDOWNS, FIRE, FLOODING, FORCE OF NATURE, TRAFFIC ACCIDENTS, ACTS OF WAR OR TERRORISM, RIOTS, CIVIL OR MILITARY DISTURBANCES, ACT OF GOD, OR ANY OTHER CAUSE BEYOND OUR CONTROL AND WITHOUT OUR FAULT OR NEGLIGENCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WHILE WE MAKE REASONABLE EFFORTS TO ENSURE THAT THE SERVICES WILL FUNCTION AS CLAIMED, WE, OUR AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS DO NOT GUARANTEE THAT THE SERVICES WILL BE FREE OF BUGS, SECURITY BREACHES, VIRUS ATTACKS AND THE LIKE, OR THAT IT WILL ALWAYS BE AVAILABLE. IN ADDITION, YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO USERS THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS, ETC.

EXCEPT AS EXPRESSLY STATED IN OUR [PRIVACY POLICY](#) WE, OUR AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SERVICES.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS SHALL NOT BE LIABLE FOR ANY LOSS OF MONEY, PROFIT, BUSINESS, REVENUE, ANTICIPATED SAVINGS, TIME, GOODWILL, REPUTATION, DATA, INTANGIBLE LOSSES, SPECIAL, INDIRECT, DIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, THAT RESULT FROM (I) THE USE OF, OR THE INABILITY TO USE, THE SERVICES; (II) ANY CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS; EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DO NOT ASSUME ANY LIABILITY

ORRESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN.

IN ANY EVENT AND WITHOUT LIMITING THE GENERALITY OF THIS SECTION TO THE EXTENT PERMITTED BY LAW YOU AGREE THAT OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES AND LOSSES SHALL NOT IN ANY CIRCUMSTANCES EXCEED THE GREATER OF (A) THE AGGREGATE OF THE AMOUNT (IF ANY) PAID BY YOU IN CONSIDERATION FOR THE BOOKING ASSOCIATED WITH SUCH DAMAGES AND LOSSES, OR (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction or notification to you.

14. Indemnity

You agree to defend, indemnify and hold harmless us, our affiliates, and our and their respective owners, officers, directors, employees, agents, and/or licensors, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Services; (ii) your violation of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, publicity or privacy right.

This defense, hold harmless and indemnification obligation will survive any termination of these Terms and your use of the Services.

15. Governing Law and Jurisdiction

These Terms shall be governed and construed by the laws of the State of Israel, without respect to its conflict of laws principles. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa, Israel, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

SOME JURISDICTIONS MAY NOT ALLOW OR LIMIT SOME OF THE PROVISIONS OF THESE

TERMS, SO THAT SUCH PROVISIONS MAY NOT APPLY TO YOU.

16. Survival

To the extent permitted by applicable law, Sections 11 to 17 shall survive any termination of these Terms and your use of the Services, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, indemnities and legal provisions.

17. Insurance Terms and Conditions

PERSONAL ACCIDENT INSURANCE

For your own protection you are requested to read this Policy and the Provisions, Exclusions and Conditions contained herein in order to ascertain that it is in accordance with your intentions. You are also requested to check that the particulars given in the Policy Schedule are true and complete and they will form the basis of your contract with Viriyah Insurance Public Company LTD. If it is not, kindly return immediately for alteration or cancellation, or otherwise, it means you agree to be bound by the following policy terms and conditions.

WHEREAS the Insured by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to Viriyah Insurance Public LTD, for insurance hereinafter specified and has paid or agreed to pay the Premium as consideration for such insurance in respect of occurrences as hereinafter specified happening during the Period of Insurance. This Policy witnesses that if the Insured Person shall sustain any bodily injury caused by "Accident" as defined herein which within the trip period thereof results in Death or Disablement or expenses hereinafter specified, the Company shall pay to the Insured or his legal personal representatives the sum(s) according to the Schedule purchased. This Policy is subject to the Definitions, Exclusions and Conditions contained herein or endorsed or otherwise expressed hereon all of which are to be taken as part of this Policy and shall be read together with the Schedule and any word or expression to which a specific meaning has been attached in any part thereof shall bear such meaning wherever it may appear.

DEFINITIONS

(a) "Insured" – the one in whose name this Policy is issued and is aged 1 or over but under 75 at the commencement of this Policy.

(b) "Insured Persons" means those Persons named in the Policy Schedule.

(c) "Accident" – death or bodily injury caused solely and directly by violent accidental external and visible means.

(d) "Medical and Surgical Expenses" - reasonable medical surgical hospital nursing home and nursing expenses fees or charges necessarily incurred as the result of an Accident covered by this Policy.

EXCLUSIONS

No payment will be made under the Policy for death, injury or medical and surgical expense directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

(1) Any unlawful act of the Insured or Insured Person or his or her willful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self-injury.

(2) The effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner, venereal disease or AIDS or HIV (Human Immunodeficiency Virus) related illness or insanity.

(3) Pregnancy or childbirth.

(4) Winter sports, rock climbing, mountaineering (which requires the use of ropes or guides), pot-holing, water skiing, skin-diving, parachuting, hang gliding, bungee jumping, any sports in a professional capacity, football or rugby football, ice hockey, riding a motor cycle or motor scooter or moped or mechanically assisted pedal cycle (whether as driver or passenger), polo, steeple chasing, big game hunting or hunting other than on foot, racing of any kind other than on foot.

(5) Flying as a member of an aircrew or in an aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a fare paying passenger in any properly certificated or licensed power-driven aircraft constructed to carry passengers.

(6) (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

(b) Any act of Terrorism;

(c) Biological or chemical contamination, missiles, bombs, grenades, explosives due to any act of Terrorism.

For the purpose of this insurance an act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious,

ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) and/or (c) above. For the purpose of (c) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(7) Regular or temporary or voluntary air force or military or naval or police duties.

(8) Any physical defect or infirmity which existed prior to the Accident.

(9) Any kind of sickness or disease even if contracted by accident.

(10) Nuclear fission, nuclear fusion, ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuels or nuclear weapons, material.

(11) The Insured Person having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle.

CONDITIONS

Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specified meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

Observance

The liability of the Company shall be conditional on the observance by the Insured of the Terms of this Policy.

Mis-statement or Fraud

Any false statement made by the Insured in the Enrolment Form or concerning any claim shall result in the Company's right to repudiate liability under this Policy.

Claims Procedure

Notice in writing must be given to the Company of any bodily injury which may give rise to a claim under this Policy together with full particulars of both the occurrence and the injury immediately in the case of death or within one calendar month of the occurrence if the injury is non-fatal. All reports certificates

and information required by the Company shall be furnished at the Insured's expense and shall be in such form as the Company shall prescribe. The Insured Person shall from time to time submit himself or herself to medical examination at the expense of the Company as may be required in connection with any claim. In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured Person at the Company's expense.

Contact Mister Prakan Broker LTD for Claims:

www.misterprakan.com

email: support@misterprakan.com

telephone: +66-2-9859000

17. General

We reserve the right to discontinue or modify any aspect of the Services at any time. These Terms, together with the [Privacy Policy](#), and any other legal notices published by us on the Services, shall constitute the entire agreement between us concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last updated: December 11, 2022

