



General Terms and Condition

Thank you for visiting the website (the “**Site**”) of ATGesundheit Institute which is run by Rapo Yerape B.H Ltd Migdal HaEeder 4, Alon Shevut, Israel 9043300 (“**we**”, “**us**” or “**Company**”). Please carefully read these general terms and conditions (the “**Terms**”) as well as our privacy policy, which we may update from time to time, a current version of which is available at <https://www.atgesundheitinstitute.com/privacy-policy/> (the “**Privacy Notice**”).

General use of Site

You can visit the Site and contact us in order to read the available content, to contact us or for other general purposes, without signing up for the Consultation Services described below.

Consultation Services

You can sign up for our consultation services (the “**Consultation Services**”) in connection to your disease by completing the patient form on our Site. If you are a European consumer, please see below for details on how the contract on Consultation Services is concluded. Once we have received your request, we will provide you with a health questionnaire and review your answers in order to determine eligibility (“**Eligibility**” or “**Eligible**”) for referral to a licensed medical professional for purposes of receipt of certain treatments. You may not provide access to or use the Consultation Services or content thereof for the benefit of third parties. Use of and access to the Consultation Services is void where prohibited. By accessing and using the Consultation Services, you represent and warrant that (a) any and all registration and health information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Consultation Services will comply with and does not violate any applicable law, regulation, order or guideline.

Please note that the Company and its representatives **do not provide medical services or medical treatment**. Persons using the Consultation Services assume full responsibility for the use of the Consultation Services and agree that the Company is not responsible or liable for any claim, loss, or damage arising from the use of the Consultation Services. Company does not recommend or endorse any specific treatments, drugs, tests, products, procedures, and/or opinions. In case you are found Eligible, Company may refer you to a licensed medical professional for purposes of medical consultation, services, treatment and/or procedure, which medical professional will be solely responsible for such medical consultation, services, treatment and/or procedure, if any. Your reliance upon the information obtained or used by you from the Consultation Services is solely at your own risk and Company assumes no liability with respect to any medical treatment, services or procedures offered by the licensed medical professional.



European Consumer Protection Provisions

If you are an individual located in the European Union ("**EU Individual**") and you submit the patient form, the following additional terms and rights apply to you.

Conclusion of the contract

As soon as you submit the patient form to us, you are asking us to enter into the contract on the Consultation Services. Please note that we only accept applications if you are 18 years or older. If you are younger than 18 years, your parent or legal guardian must complete the form on your behalf. If we accept your offer (which we may do in our own discretion), we will send you a confirmation email and a more detailed health questionnaire which we ask you to complete. As soon as and only if you receive such confirmation email, the contract on the Consultation Services between you and us, Rapo -Yerape BH Ltd., will be concluded.

Your Content and Sharing Records

If you share information on the service in a way that infringes others' rights, including privacy rights, you're breaching these Terms. You represent and warrant that you have all the rights necessary for you to grant the rights in this section and the use of the information doesn't violate any law.

You are responsible for backing up the data that you store on the service. We recommend that you keep your original documents for backup. If your service is canceled, you hereby authorize us to permanently delete your data from our servers. You agree that we have no obligation to return data to you after the service is cancelled unless you explicitly exercise your right to data portability under Art. 20 of the EU General Data Protection Directive (GDPR). Please see our Privacy Notice <https://www.atgesundheitinstitute.com/privacy-policy/> for details. If data is stored with an expiration date, you agree that we may delete the data as of that date. Deleted data may be irretrievable.

Termination of Consultation Services

Either party may terminate the Consultation Services upon the occurrence of a material breach or default as to any obligation hereunder by the other party and the failure of such breaching party to remedy such breach within 15 days after receiving written notice thereof from the non-breaching party, any such termination becoming immediately effective upon the giving of written notice of termination.

Intellectual Property Rights

We own all intellectual property in this Site and in connection with the Consultation Services and their content including its overall appearance, graphics design and underlying source files. Without our prior written consent, you may not reproduce (in whole or in part),



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Links

Our Site may link to third party websites. We provide links for ease of reference only. We have no control over the content or information posted on such third party websites and we do not assume any responsibility or liability therefore. Third party websites may have policies about the use of your information that are different than ours. You should refer to these third party websites' respective privacy notices and terms of use.

Limitation of Liability; Disclaimers

The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any content on the Site and/or in connection with the Consultation Services. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Site, including any injury or damage to users or to any person's mobile phone related to or resulting from participation or downloading materials in connection with the Site and/or Consultation Services. Under no circumstances shall the Company be responsible for any loss or damage, including personal injury or death, resulting from use of the Site and/or Consultation Services, from any content posted on or through the Site and/or Consultation Services, or from the conduct of any users of the Site and/or Consultation Services, whether online or offline.

We have made and will continue to make efforts to include accurate and up-to-date information on this Site and while providing the Consultation Services. However, we cannot guarantee that the information posted on this Site is accurate, complete or suitable for any purpose. All the information and content posted on the Site are provided for informational purposes only and does not constitute a medical recommendation of any kind. The content of this Site contains general information and may not reflect current developments in the medical field. Such content is designed only to give general information. In addition, we cannot guarantee that the content posted on this Site has not been affected by technical malfunctions or unauthorized tampering. We may alter or remove materials from this Site at any time.



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BY USING THIS SITE AND/OR THE CONSULTATION SERVICES, YOU EXPRESSLY ASSUME ALL RISK THAT THE INFORMATION AND MATERIALS ON THIS SITE AND/OR WITH RESPECT TO THE CONSULTATION SERVICES MAY BE INCOMPLETE, INACCURATE, OUT-OF-DATE, OR MAY NOT MEET YOUR NEEDS OR REQUIREMENTS. FOR MEDICAL INFORMATION AND ASSISTANCE PLEASE CONSULT YOUR PHYSICIAN.

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Revision and Update of Terms

We may revise the Terms at any time without notice by updating this Site. All updates to the Terms will be posted on this page. You are bound by any revisions or updates. You should periodically visit these Terms to review the current terms that apply to your use of our Site.

Governing Laws

The Terms are governed and interpreted pursuant to the laws of the State of Israel, notwithstanding any principles of conflicts of law and mandatory consumer protection rights. All disputes in respect of the Site and any content available through the Site shall be subject to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel. If you are a European consumer, you can bring legal proceedings in respect of these Terms and all rights and obligations thereunder instead in the courts in the jurisdiction where you live. If you access this site from another jurisdiction, you are responsible for ensuring compliance with any local laws relating to access and use of this Site and the Consultation Services.



Miscellaneous

These Terms constitute the whole agreement and understanding between you and us and supersede any previous arrangement, understanding or agreement between you and us relating to the subject matter of these Terms.

We reserve the right to change or modify these Terms with future effect. We will advise our registered users of the changes by email no later than two (2) weeks before the new version of these Terms is scheduled to enter into force. If you do not object to the validity of the new version of these Terms within such period and continue to use our services, then the new version of these Terms will be deemed to have been accepted. In the event that you do object, We expressly reserve our rights to terminate the contract between you and us for convenience. We will also advise you again separately of your right to object, the deadline to do so and the legal consequences of your objection or failure to object.

If any provision of these Terms should be or become wholly or partially void, ineffective or unenforceable, the validity, effectiveness and enforceability of the other provisions of these Terms shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision as regards subject-matter, extent, time, place and scope. The aforesaid shall apply mutatis mutandis to any gap in these Terms.

Option to save and review the text of the contract

These Terms may be reviewed by you at <https://www.atgesundheitsinstitute.com/terms-of-use/>. If you would like to save a permanent copy of these Terms on a data carrier, you can download these Terms as a "pdf" file free of charge at <https://www.atgesundheitsinstitute.com/terms-of-use/>. Please consult your web browser's help documentation if you need instructions on saving the file. To open a "pdf" file you may need special software such as the free Acrobat Reader program or a similar software program that handles "pdf" files. You can review any further contractual information and data in your user Account. Alternatively, you may also print or store the order confirmation which you will receive after making a purchase.

Information about the Supplier

Rapo Yerape B.H Ltd., company number 515262525, address: Migdal Haeder 4, Alon Shevut, Israel 9043300, email address: office@atgesundheitsinstitute.com and phone number: +972-50-874-4924.

How to Contact Us.



If you have any questions or concerns about the Terms for this Site or its implementation you may contact us at through the functionality made available through the Site.

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