

“Akiko Sushi Bar” Customers’ Club Terms

1. General

- 1.1 The “Akiko Sushi Bar” chain’s members’ club was established and is managed by the Akiko Japan Sushi Bar Ltd. chain (herein “Akiko”/”The Chain”).
- 1.2. These rules and regulations are intended to define the benefits program and the rules of the Akiko customers’ club (herein ”The Club”)
- 1.3 The Chain reserves the right to change the customers’ club terms from time to time and on the sole grounds of its discretion.

2. Joining and Club Membership

- 2.1. The Chain reserves the right to refuse to approve the registration of a customer as a member of The Club on reasonable grounds and solely as it sees fit.
- 2.2. The period of validity of membership in The Club starts from the date of joining up to one year from the date of joining. Joining The Club is free of charge for new members. Renewal of the membership costs 50 NIS for every additional year. The Akiko management reserves the right to change that mentioned above at any time according to the sole discretion of The Chain.
- 2.3. The Club card can be used at any branch of The Chain.
- 2.4. Club member – any private individual, who has filled a membership form, met all the conditions of the members’ club according to these rules and regulations and received a member’s card.
- 2.5. Membership in The Club is subject, among other things, to filing out a club registration form that includes the following details: first name, last name, complete address, date of birth and wedding anniversary of the member, phone number, e-mail address and consent to receive mail containing advertisements and updates from “Akiko”.
The Club Member data will be saved from time to time in writing and/or digital form according to Akiko’s discretion.
- 2.6. It is clarified that the responsibility for providing the details and updating them on the registration form is that of the member and no claim will be made against Akiko and/or its representative in relation to lack of receiving club benefits due to erroneous member identification details.
- 2.7. The Club Member is responsible for updating The Club as to any change which occurs as to any of the personal details which appear in the registration form, including its e-mail address, among others in order to allow the continuation of consistent communication between The Club and The Club Member. The Club will not be responsible for lack of receipt of benefits, mailing, updates or messages in relation to The Club due to lack of update of the abovementioned details.
- 2.8. Upon joining The Club the member agrees to be included in the registered information database of the company. The information, which the member provides as detailed above, will remain in the possession of Akiko and/or its representative whom will not make any use of it except to maintain contact with the members, management and operation of the members’ club and commercial and promotional activities which will be performed by Akiko.
- 2.9. Akiko will take any and all reasonable steps to secure the information provided by the members in the customer’s club. However, Akiko cannot secure the information in a manner which is fully protected against unauthorized breaches. Therefore, Akiko will not assume any responsibility, direct or indirect, in cases of exposure or use of information provided by The Club Members.
- 2.10. Upon joining The Club The Club Member provides consent to be included in mailing lists for various mailing, including email, SMS messages and/or any other manner that is permissible by law.
- 2.11. Akiko reserves the right to choose and change the method of mailing for special offers and benefits from time to time in any way, which among others includes text messages, fax,

telephone communication, mail, e-mail, cash register slips, and any possible means of communication.

3. Termination and cancellation of Club Membership

3.1. Akiko reserves the right to provide notice regarding termination of activity of The Club at any time, according to its sole discretion, in a notice given 30 (thirty) days in advance, without subtracting from the benefits and privileges that have been accumulated by The Club Members up until the time of termination of The Club's activity.

In the case of termination of the activity of The Club as mentioned above:

3.1.1. The Club Members will be given the opportunity to take advantage of the benefits that have accumulated as a part of the membership in The Club as long as they are valid according to that which is registered for them or within one year from the day of termination of The Club's activity, whichever occurs first among the two.

3.1.2. No cash refund or credit will be given for Club Member fees paid.

3.1.3. The Club Members will make no claims in relation to termination of The Club activity.

3.2. A Club Member who wishes to cancel his membership in The Club will inform Akiko of such according to the contact details that appear in clause 5, and his registration as a member will be cancelled and erased within three (3) business days from the day of the submission of the notice or in the case of a notice by registered mail, within six (6) days from the date of submission for mailing. In such an event, his notice will be considered an absolute renunciation of all privileges and benefits that were accumulated as a member of The Club and will not have any claim against the "Akiko" management.

3.3. Akiko will be entitled to cancel a member card that has been used unlawfully, or in contradiction to the directives of the terms.

4. Use of The Club card

4.1. The Club card is personal and is limited to the use of private customers only who are not business customers.

4.2. The card is not transferrable or usable by others or via others.

4.3. Calculation of the discount will be made for each club card separately and discounts accumulated on different customer cards cannot be combined.

4.4. The use of the card is subject to presentation of the card at the time of payment along with an ID card of the presenter, and no claims will be made in relation to this issue.

4.5. The responsibility to maintain the card falls on the member and on the member only and no claims will be made against Akiko and/or its representative in relation to the matter of not receiving club benefits due to loss of the card.

4.6. Without subtracting from that mentioned above, in any case of loss, theft or damage to the card, the member must contact Akiko in order to inform it of the problem and from the time of receiving confirmation from The Chain that the notice has been received Akiko will be responsible for preserving the benefits which have been accumulated for the customer on the card. Akiko will be entitled to charge a fee for issuing a replacement member card, at a price that will be determined by Akiko from time to time.

5. Benefits and special offers for Club Members

No benefits or special offers for Club Members will be valid for deliveries.

Discounts cannot be combined.

5.1. 10% discount on Sundays to Fridays, 12:00 p.m. – 6:00 p.m. at the new "Akiko" Sarona branch. The discount is not valid for business meals.

- 5.2. 15% discount on the entire menu on member birthdays, which can be redeemed once at one of the branches of The Chain (the discount will be valid from one week before and up to one week after the member's date of birth as communicated by the member upon joining The Club).
- 5.3. 10% discount on a member's wedding anniversary on the entire menu, which can be redeemed once at one of the branches of The Chain (the discount will be valid from one week before and up to one week after the member's anniversary date as communicated by the member upon joining The Club).
- 5.4. Japanese beer for 10 NIS on Fridays between the hours of 6:00 p.m. – 11:00 p.m. at all chain branches.
- 5.5. Exclusive discounts for Club Members on the variety of Japanese cookware at the Akiko Shuster branch.
- 5.6. Earning points –
 - 5.6.1. All Club Members will be credited with gift points for purchases at Akiko at a rate of 10 member points for every 100 NIS purchased (herein: "points"). Akiko is entitled to determine, and change the methods and/or different formulas for earning the points from time to time according to its sole discretion.
 - 5.6.2. Members bring friends – Bringing a new member to The Club will credit the member who has brought a friend with five (5) points at the time of joining of the new member.
 - 5.6.3. It is made clear that earning of points will be done in the following situations: payment for item in cash and/or check and/or credit card, only if the payment is fully paid.
 - 5.6.4. Earning of points is limited to each and every individual member and the points cannot be transferred to another member or be combined between a number of members.
- 5.7. Ways to utilize club points
 - 5.7.1. A Club Member can utilize the points that are in his/her possession at any time, as long as the membership is valid, according to the ratio of 1 gift point = 1 NIS and receive a discount equal to the amount of points which he/has earned. In any case, the discount will not be higher than 20 NIS per meal. In such a case where the membership has expired and was not renewed, the member will not be able to make use of the remainder of the points earned.
 - 5.7.2. In any case it is not possible to convert points to other money or to credit.
 - 5.7.3. The points can be used from the first transaction following the transaction for which the points were earned.
- 5.8. Akiko reserves the right to change the benefits enumerated in this clause according to its sole discretion and without the need for prior notice.
- 5.9. Retroactive discounts will not be given for purchases for which points can be earned which were made before joining The Club, or due to lack of presentation of a club card at the time of purchase.

6. Contacting The Club

- 6.1. For any appeal or request in relation to the member's club write to the following address:
Akiko Sushi Bar Restaurant
Aba Ahimeir Street 17, Tel Aviv
Postal code 6949203
By fax: 036317631
By phone: 036419641
By e-mail: akiko_sushibar@hotmail.com

7. Miscellaneous

- 7.1. The member is aware that the management of The Chain reserves the right to give additional benefits to a portion of The Club, according to the discretion of the management of The Chain from time to time.
- 7.2. Upon joining The Club the member agrees to the terms of The Club detailed herein that are binding between the parties. A copy of the terms can be obtained, free of charge, in the branches of The Chain.
- 7.3. Akiko reserves the right to change the terms from time to time according to its sole discretion and without prior notice. Starting from the time of change of the terms, the new wording will be valid, given that the privileges accumulated by the members will not be subtracted until the terms are changed. The binding format of the terms is that which can be found from time to time in the offices of Akiko.
- 7.4. In case of contradiction and/or lack of any compatibility between the directives of these terms and other advertisements of any kind in the media, the directives of these terms will supersede in any case.
- 7.5. When purchasing items it will not be permitted to use a club card and an active discount card, as they may be in possession of the member. It is further clarified, that The Club Members holding an active discount card (in addition to their membership card) will have to choose at the time of purchase which card they wish to make use of for that purchase.
- 7.6. The laws of the State of Israel will apply to the validity, interpretation and/or violation of these terms.
- 7.7. For purposes of convenience only, these terms are written in the masculine form. All that is written in masculine form is valid in the feminine form as well.

Akiko Japan Sushi Bar Ltd.