

TERMS OF USE

1. General

- 1.1 The Eretz Hemdah organization and the Eretz Hemdah higher education institute for Jewish studies in Jerusalem and/or any of its representatives (“**Eretz Hemdah**” or the “**Operator**”) are the founders of the website of Eretz Hemdah Institute for Advanced Jewish Studies in Jerusalem (the “**Site**”), which serves as a portal for the content and services offered by Eretz Hemdah. The use of the Site and its content via various end user devices is subject to these terms of use (“**Terms**”).
- 1.2 Please read these Terms carefully before using the Site. By pressing the “I accept” button or by using the Site and its content, you hereby confirm and accept these Terms. If you do not accept these Terms, please press the “cancel” button and/or refrain from using the Site. Eretz Hemdah reserves the right to update these Terms from time to time at its sole discretion and without any prior notice. Any such change will be effective upon the posting of these Terms on the Site.
- 1.3 This Site is intended for personal use only. Any commercial use without the prior written consent of Eretz Hemdah is prohibited.

2. Consent

- 2.1 If you are under 18 years of age, please read these Terms carefully together with your parents (or any other legal guardian). If you (or your parents) do not accept any or all of the Terms of the Site, you may not use this Site for any purpose.
- 2.2 Eretz Hemdah reserves the right to terminate your use of the Site if you fail to comply with any of the Terms.
- 2.3 Further to the above, by using this Site, you hereby warrant that you will not:
 - 2.3.1 Impersonate to any legal or natural person, including any representative, employee or executive of Eretz Hemdah, or provide any false description or representation of your affiliation with any other legal or natural person.
 - 2.3.2 Upload, send or transmit any false or misleading material or any material intended to fraud any other user or third party.
 - 2.3.3 Upload, send or transmit any material containing any type of computer virus or any other computer code designed to destroy, disrupt or restrict the use (including any use other than reasonable use) of any of the computers, servers, hardware or software used by Eretz Hemdah for the purpose of providing the services offered on this Site.
 - 2.3.4 Engage in spamming or ‘flooding’ of the Site servers.
 - 2.3.5 Modify, process, extract information, copy, adapt, sublicense, translate, sell, reverse engineer, disassemble or reassemble any of the portions of the code constituting the Site, including the database or the same regarding the software or hardware being used for the services offered by the Site.
 - 2.3.6 Infringe, in any way, any copyrights, trademarks or any other property right on this Site.
 - 2.3.7 "Frame" or "mirror" any part of the Site without Eretz Hemdah’s prior written authorization.
 - 2.3.8 Use any robot, ‘spider’, site search/retrieval application, or other manual or automatic device designed to retrieve, index, “data mine,” the content of the Site, or designed to reproduce the navigational structure or code of the Site;

- 2.3.9 Disrupt the Site in any other way (including by disrupting the server and computer network connected to the Site) or in any way violate the requirements or procedures of the Site.
- 2.3.10 Make any use intended to track or harass another person in any way.
- 2.3.11 Collect or store personal information of other users of the Site for any commercial or unlawful purpose; or sell, distribute or make any commercial use of Site information or make any other use that is liable to adversely affect the person to whom the information pertains.

3. **Registration for service on the Site.**

- 3.1 Registration for certain services of the Site may require you to provide Eretz Hemdah with certain personal information about you. Such information may include, without limitation, your full name, email address, home address and telephone number. Some of these details are mandatory, namely, you will not be able to register without providing them. Mandatory details will be indicated as such. You will also be asked to choose a password that will enable your identification for the purpose of delivering the services to you (the “**Registration Form**”). You hereby warrant and understand that it is your sole responsibility to maintain the confidentiality of your password, and you will notify Eretz Hemdah immediately of any unauthorized use of your password and of any other breach of confidentiality.
- 3.2 The guidelines that Eretz Hemdah follows when it collects and uses such personal information are described in the Site’s privacy policy (the “**Privacy Policy**”). As stated in our Privacy Policy under “Use of Information”, we do not and will not disclose your information to any third parties, except as required by law or by a competent government authority.
- 3.3 You hereby warrant that you will provide truthful, accurate, correct and complete information about you, as required in the Registration Form. You will also update this information such that it will remain true and accurate at all times.
- 3.4 Eretz Hemdah reserves the right, to suspend, refuse to provide the service provided by it via the Site or terminate such service, in the event that the information provided is not true, up to date, complete or correct, during and after the registration process, or if Eretz Hemdah has reasonable grounds to assume that this is such an event, with or without prior notice.

4. **Removal or Restriction of Site Content**

- 4.1 Eretz Hemdah may decline the publication of Content which in its opinion violates any of these Terms and/or is liable to adversely affect the Site and/or Eretz Hemdah and/or any third party, and reserves the right to remove such Content at any time.
- 4.2 In these Terms, “**Content**” shall mean any content or information displayed on the Site, including text, visual, audio, audio-visual or any combination thereof, their design, adaptation, editing, distribution and method of presentation, including, without limitation, articles, reviews, data, talkbacks, information about the purchase of products and/or services offered on or via the Site, news, analysis, text, images and/or any other information made available to Site visitors via any device currently or in the future in existence, whether owned by Eretz Hemdah or by any third party.
- 4.3 Eretz Hemdah will perform the best reasonable commercial efforts so that the content available on the site is legal and proper; therefore, in the event that you encounter any materials on the Site or on any linked site which appears to be incorrect, unlawful or immoral, kindly notify the administrators of this Site at: info@eretzhemdah.org

5. **Limitation of Liability**

- 5.1 IN NO EVENT SHALL ERETZ HEMDAH, ITS OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CONTENT AND/OR LINKED SITES (INCLUDING CONTENT SUBMITTED FOR PUBLICATION) OR ON ANY DEVICE, THE CONTENT OF SUCH CONTENT, ITS CREDIBILITY, ACCURACY OR IMPACT ON THE COMPUTERS OF SITE USERS. Eretz Hemdah is not responsible to any person or entity whatsoever for any direct or indirect loss, damage, (whether actual, consequential, punitive, special or otherwise) injury, claim, liability or other cause of any kind, based on or resulting from any information provided on the Site or the Content or from any material downloaded from the Site.
- 5.2 The Operator waives any liability for the content of the ads and commercial information published on the Site, including Content regarding books or courses advertised on the Site. For avoidance of doubt, it is expressly stated and agreed that posting of ads or commercial information on the Site will not be interpreted as explicit or implicit offer to use, support for, consent for, encouragement to use or sponsorship of any Content or services offered by advertisers on the Site. Eretz Hemdah offers no sponsorship, encouragement, makes no suggestions, agrees with and expresses no opinion about the truthfulness, accuracy, level or quality of the Content and/or any information, advertisements, services, products, opinions or positions displayed on other websites and/or contained in any Content, information, advertisements, services, products or positions referenced by or available in the Site or other websites. Any reliance by the user on any Content, information, advertisements, products, opinions or positions displayed or advertised in such linked or referenced websites, including on any information, content, opinions or positions displayed or advertised there, is at the user's absolute discretion and liability.
- 5.3 The Operator is not party to any transaction that takes place as a result of any advertisement or information published on the Site or on a linked third party website, and any such transaction will be entered into directly between the user and the applicable advertiser. Eretz Hemdah is not party to any such transaction, waives all liability for services and/or products offered in the advertisements published on the Site or on linked websites or for purchases that may take place through such advertisements, and will not be party to any dispute that may arise between the parties to such transaction. Eretz Hemdah reserves the right to remove from the Site links previously included in it, or refrain from adding new links, all at its absolute discretion. The presence of such links (to any certain websites) does not constitute a certification that the information on such linked website is complete, reliable, up to date or credible or that such link will lead to an operational website.
- 5.4 In the event that Eretz Hemdah or any of its representatives tried or will try, ex gratia and as a good will gesture, to assist in resolving any problem or application by a Site user that performed an action on a different website, such assistance will not under any circumstances impose any liability on Eretz Hemdah or any of its representatives with regard to any action performed on or through other websites. Similarly, nothing in these Terms shall be interpreted as imposing any liability on Eretz Hemdah or any of its representatives for any action by any user on or through other websites.
- 5.5 THE SITE, THE SERVICES CONNECTED WITH THE SITE AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND OUR SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Use of the Content displayed on the Site, via the devices and on the Site services, is at your absolute and exclusive liability.
- 5.6 Eretz Hemdah reserves the right, from time to time, to suspend the Site and modify its structure and look or the availability of the services or Content provided on the Site, and will

not be required to give prior notice of any such action. You hereby waive all claims against Eretz Hemdah in connection therewith.

- 5.7 Eretz Hemdah does not warrant that the Site or Site services will be uninterrupted, safe, error free or secure against unauthorized access to Eretz Hemdah computers or against damage or problems in the hardware, software or communication lines or systems of Eretz Hemdah or any of its suppliers.
- 5.8 Unless stated otherwise, any new Site feature that modifies, improves or provides a different presentation of the services provided on the Site, will be subject to these Terms. Wherever new services are added to the Site, you may be required to separately consent to any additional terms in relation with use of such new services.

6. **Cancellation of Transactions**

- 6.1 Eretz Hemdah may cancel any purchase performed via the Site and/or block any purchase performed via the Site, either temporarily or permanently and at its absolute discretion, in any of the following events: (a) if you provide incorrect and/or partial information; (b) if these Terms are breached, including anticipatory breach; (c) payment failure and/or rejection by the clearing or credit company. In any such event, Eretz Hemdah will state the reason for cancellation and repay the customer any amount he/she may have paid.
- 6.2 In the event that a purchase was cancelled by the customer, such cancellation of purchase shall become effective from the time of notice of cancellation by the customer to the following email address: rachel@eretzhemdah.org (the “**Cancellation Notice**”).
- 6.3 In the event a transaction is cancelled pursuant to Section 6.2 above, the customer will be reimbursed to the account that he/she mentioned in their order form, or to another account indicated by the customer in the Cancellation Notice.

7. **Pricing Policy**

- 7.1 The price you will be invoiced for an order made on the Site is as indicated on the Site or on a linked website at the time of the order. Without derogating from the above, Eretz Hemdah reserves the right to change the prices on the Site at any time, without notice. Such change will not affect prior orders approved by Eretz Hemdah before the change, regardless of whether such orders have been delivered.

8. **Delivery Policy**

- 8.1 The prices indicated on the Site are exclusive of delivery fees. The cost of delivery is calculated based on the size of the order and the destination, according to the courier price list of the Israel Postal Company.
- 8.2 Delivery time for books. Unless the customer collects the books by itself, delivery time for books will be 28 days via the Israel Postal Company, or by courier. If delivered by courier, the customer will be notified. In case where a problem with receiving the books will arise, Eretz Hemdah will perform the best reasonable commercial efforts to try to help the customer understand what the source of the problem was.
- 8.3 Delivery time for receipts for donations. (Unless the donor collects the receipt), receipts for donations will be delivered within 28 days, by the Israel Postal Company. If the receipt is delivered by courier, the donor will be notified.

Intellectual Property

All pages on this Site, including any data, Content or information, are the exclusive property of Eretz Hemdah. Eretz Hemdah permits you to copy or publicize these pages in full or in part or use them or

the information contained therein for non-commercial purposes, and provided that in any such use, you attribute the copied or publicized material to Eretz Hemdah.

Eretz Hemdah reserves all copyrights in the concept underlying the Site, including its design, trademarks or any other action on the Site that is unique and exclusive to Eretz Hemdah. You may not modify, copy, distribute, broadcast, publicly display, reproduce, publish or disclose to any third party, any portion of the Site without the Operator's prior written consent.

9. **Miscellaneous**

- 9.1 You will indemnify Eretz Hemdah, its employees, directors, shareholders or their representatives for any damage, loss, loss of profit, payment or expense, including attorney fees and court costs that they may arise as a result of the breach of these Terms.
- 9.2 These Terms are in addition to any other terms of use on the Site. In case of conflict, these Terms will govern and prevail.
- 9.3 These Terms will be governed exclusively by the laws of the State of Israel. Any and all disputes in connection with this Agreement and use of the Site, will be submitted exclusively to the Rabbinical Court headed by Rabbi Asher Weiss in Jerusalem. If you are a foreign resident or citizen, or if you are accessing the Site from a foreign country, it is your obligation to make sure that the service and Terms are consistent with the laws of the applicable foreign jurisdiction. Eretz Hemdah is unable to adapt the service or Terms of Use to the laws of all countries in the world. It is therefore stipulated that you alone will be liable for violation of any foreign law, in the event that use of the service violates or results in violation of such law.

10. **Contact Us**

- 10.1 Eretz Hemdah strictly complies with the law, and respects the right of Site users to privacy and to uphold their reputation. If you feel that the Site publicized any Content that adversely affects you in any way, please contact us at the address below, and we will try to process your application as soon as possible: info@eretzhemdah.org
- 10.2 Last update: December, 2015