

TERMS OF USE

1. GENERAL

- 1.1. This Website (the “**Website**”) is operated by Israel Palestinian Chamber of Commerce (R.A) (“**IPCC**”).
- 1.2. These terms of use (the “**Terms**”) govern the relationship between IPCC and any person who browses or uses the Website and any service or information included therein (the “**User**”).
- 1.3. In case of contradiction or discrepancy between the Terms and other provisions published in any other media, the Terms shall prevail.
- 1.4. The use of the Website, its services and any information or content in the Website is subject to the Terms. The browsing and using the Website shall be deemed an agreement of the User to all the terms and conditions contained in the Terms.
- 1.5. The availability of the information and content in the Website is not permanent and often shall be subject to the provisions of the law or agreements of IPCC and/or anyone acting on its behalf with third parties, therefore, IPCC may, at its sole discretion and subject to applicable law, update and/or cancel and/or remove any application, service, product or content from the Website from time to time, immediately and without prior notice and the User shall have no claim and/or demand in connection therewith.
- 1.6. The sections and headings of the Terms are for convenience purposes only and are not to be used for interpretation hereof. All that is stated in the Terms in the singular should refer to the plural as well, and all that is stated shall refer to males and females.

2. USE OF THE WEBSITE

- 2.1. The Website and its contents are provided AS-IS. All the information and content on the Website, including information regarding the services provided by IPCC, are dated and correct only for the day in which they are displayed or that is indicated in or alongside the services.
- 2.2. The content and the information displayed are for informative purposes only and does not create any obligation by Peres Center. The images displayed on the Website are for illustrative purposes. Peres Center is not responsible for and disclaims any exposition, express or implied liability with respect to the content on the Website including, *inter alia*, with respect to the compatibility to specific purposes of any service or for any matter relating to the quality, adequacy, correctness, accuracy, reliability, suitability, completeness, continuity, timeliness or timing- whether in relation to any service or in relation to the content on the Website.
- 2.3. No information published on the Website is intended or shall be interpreted, as advice on the profitability of the performance or abstention to perform a transaction and/or any action.
- 2.4. In case the User browsing the Website on behalf of another person or corporation, the User undertakes that he is holding all the consents, permits, and the approvals to engage on behalf of the

person or the corporation with respect to the Website and that such person or corporation shall accept these Terms, as if it had entered into direct contact with the Website. The User undertakes to indemnify IPCC and/or anyone acting on its behalf for any damages or losses caused to IPCC and/or to anyone acting on its behalf as a result of a claim and/or demand raised by the person or the corporation for the User's use of the Website on its behalf.

3. LIMITATION OF USE

Without derogating from the aforesaid, IPCC shall be entitled to prevent a User from making any use of the Website in any of the following cases:

- 3.1. The User has committed an illegal act and/or has violated the provisions of any applicable law;
- 3.2. The User violated any of the provisions of the Terms;
- 3.3. The User has committed an act or omission that may damage or harm IPCC and/or anyone on its behalf and/or any third party, including other users of the Website or the proper operation of the Website.

4. REGISTRATION

- 4.1. The User may, but does not have to, register on the Website. Such registration will enable the User to upload a logo, its website, and contact information.
- 4.2. Registration to the Website requires the provision of accurate, up-to-date and complete details, as required from time to time.
- 4.3. Peres Center may not approve registration of a User or cancel registration if the information provided by the User when registering for the Website is missing, inaccurate, or out of date, at the sole discretion of Peres Center or if an event from the events listed in section 3 above occurs.
- 4.4. As part of registering on the Website, the User will be asked to enter a unique username and password, which will be used by him/her as part of his activity on the Website. The User is solely responsible for keeping the username and password secure and confidential. IPCC will not be responsible for any damage caused to the User and/or anyone on his behalf in connection with the loss of the username and/or password or with unauthorized activities, not as a result of negligent failure of IPCC.
- 4.5. 4.4. If the User is required to recover his username and/or password, he/she can do so by contacting P (in accordance with the details listed in section 11 below), subject to answering security questions or additional identification actions that IPCC will require to recover such information, at the sole discretion of IPCC.

5. PRIVACY POLICY

- 5.1. Any details provided by the User as part or within the framework of the usage of the Website and any other data that will be obtained or collected by IPCC from the analysis of these details and information about the User that will come to the attention of IPCC as part of the use of the Website (the “**User’s Details**”), will be subject to the provisions of this Section 4.
- 5.2. The User’s use of the Website and the delivery of the User Details to IPCC constitutes the User’s consent that the User’s Details shall be maintained and managed by IPCC and that the User’s Details will be used for the purpose of operating the Website, providing services to the Users, comply with requests, analytics purposes, supervision and delivery of statistical information to third parties (this information will not identify you personally) and contact the User, subject to applicable laws.

The User agrees that the use of the User’s Details for the purposes outlined above will not be considered to be an infringement of the privacy of the User, and IPCC will not be considered as breaching of privacy or infringing the privacy of the User due to any information that could identify or trace the User.

- 5.3. The User is under no legal obligation to provide his User’s Details to IPCC and providing of such User’s Details is performed on the basis of the User’s own free will and with his full consent.
- 5.4. IPCC shall not share User’s Details with third parties, except in any of the following cases: (a) if it is required by judicial order, demand by applicable authority or by law; (b) within the framework of any legal proceedings relating to its relationship with a User, including any dispute, claim, lawsuit, demand, if any, between the User and IPCC; (c) if IPCC reorganizes the activity of the Website within another entity - and in case that IPCC merges its business with another entity – it will be entitled to transfer the User’s Details to the other entity, provided that the other entity accepts the provisions of this privacy policy; (d) if a claim or suspicion arises by IPCC that the User has committed an act and/or omission that harms and/or it may harm IPCC and/or anyone acting on its behalf and/or any third parties, including other users; (e) if a claim or a reasonable suspicion will arise by IPCC, that the User uses the Website for the purpose of carrying out an illegal act and/or to enable, to facilitate, to assist and/or to encourage the execution of such an act; (f) if a claim or a reasonable suspicion will arise by IPCC, that the User has breached any of these Terms and/or any agreement with IPCC and/or anyone acting on its behalf; (g) as required for the operation of the Website, including transfer of User’s details to employees or related companies, subcontractors or other entities (including those located in countries where the level of protection of privacy of personal data is different from that of your country) which are involved in the operation of the Website. The User shall not have any claim or demand against IPCC and/or anyone acting on its behalf in connection with the sharing of such User’s Details as aforesaid.
- 5.5. If the User: (a) objects the usage of his User’s Details; or (b) wishes to review, delete or amend any of the User’s Details, he shall notify IPCC, in which case IPCC shall act in accordance with the instructions given to it as aforesaid, subject to applicable law.

6. “COOKIES”

- 6.1. IPCC may use "Cookies" in the Website for proper ongoing operation purposes, including compiling statistical data about the Website usage, details verification, customization of the Website to the User's preferences, data security purposes and more.
- 6.2. "Cookies" are small text files, which your browser creates by command from IPCC's computer. Some of the Cookies will expire when you close the browser while others will be stored on the hard drive of the end-device which is used by you. "Cookies" may contain a variety of information, such as the pages you have visited, the duration of the visit, from which site you arrived to the Website, information that you request to watch and more.
- 6.3. If you do not wish to receive Cookies than you are able to avoid it by changing the settings of your browser. To do this, please consult the help file of your browser. For your attention, if you choose to avoid receiving Cookies, it may influence your user experience in the Website or your ability to use some of the services offered through the Website.

7. MARKETING MAILING

IPCC may, but is not obligated to, communicate advertisements, promotions, sales, updates, news, etc. (together the "Marketing Mailing") to the User, from time to time, inter alia, via e-mail or SMS messages, subject to obtaining the User's consent in accordance with section 30A of the Communications Law (Telecommunications and Broadcasts) 5742-1982 (the "Communication Law"). The User may choose to stop receiving the Marketing Mailing from IPCC at any time by contacting IPCC in writing or via the same manner in which the Marketing Mailing was sent, according to the User's preference.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All intellectual property rights (of all kinds), including trademarks, trade secrets and copyrights, whether or not registered, in the Website or in any part of it, including (but not limited to): content, design, software, application, computer code, graphics file, text and all other materials included in the Website, whether by external interface, by source code or by target code – is exclusively owned by IPCC and/or third parties, as applicable, and it shall be protected by the Israeli copyrights law, international covenants and other countries copyrights law, as applicable.
- 8.2. The User is prohibited from working any change, copying, publishing, distributing, broadcasting, displaying, executing, replicating, issuing a license, creating a derivative work, performing a reverse engineering, or to sell partially or completely, temporarily or permanently, or in any other form, any parts of the information and contents in the Website without prior written consent of IPCC and/or of the abovementioned third parties (as applicable). Furthermore, the Website shall not be used in a manner that constitutes or is likely to constitute a breach or violation of IPCC's intellectual property or (as applicable) or of intellectual property owned by third parties, without prior written consent from Peres Center or (as applicable) such third parties.
- 8.3. The ownership of the trademarks contained in the Website is exclusively vested to IPCC, or in case it published by a publisher, then by the publisher or by IPCC's business partners. The User shall not use the trademarks of IPCC or such third parties (as applicable) as mentioned above, without prior written consent from IPCC or (as applicable) such third parties.

9. FURTHER OBLIGATIONS OF THE USER

Without derogating from the above, the usage of the Website shall be subject to the following provisions:

- 9.1. The information and content published on the Website shall not be used for the purpose of displaying it on the Internet and/or in any other service without receiving IPCC's prior written approval, subject to the terms of such approval, if and when provided.
- 9.2. The User undertakes to make use of the information, contents or services included on the Website only in accordance with applicable law and the provisions of the Terms.
- 9.3. The User undertakes not to make changes and/or interfere in any way with the source code of the Website and/or the information and/or the contents contained therein and not to upload any software and/or applications that may harm or cause damage to the Website and/or Peres Center and/or any third parties.
- 9.4. The User agrees that, without derogating from any other right of Peres Center, in cases where IPCC is concerned that the User's use of the Website does not comply with the Terms and/or any applicable law, it shall be entitled to terminate the User's activity on the Website, including by blocking the User's IP number, tracking the User's activities on the Website, transferring behavioral patterns to the relevant authorities and/or to third parties who will prove, to IPCC's satisfaction, that IPCC suffered damages as a result of any infringing activity of the User and any other actions that Peres Center shall deem fit to protect its property and/or its rights and/or the rights of third parties.

10. LIMITATION OF LIABILITY

10.1. WITHOUT DEROGATING FROM ANYTHING STATED HEREIN, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN ANY EVENT, AND IN NO CIRCUMSTANCES, IPCC AND/OR ANYONE ACTING ON ITS BEHALF SHALL BEAR ANY LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOLLOWING:

- 10.1.1. ANY EXPENSES, LOSSES OR INDIRECT DAMAGES, CONSEQUENTIAL OR CIRCUMSTANTIAL DAMAGES (INCLUDING FINANCIAL LOSS, LOSSES OF PROFITS, LOSSES OF BUSINESS OPPORTUNITIES, REPUTATION LOSSES, IMPAIRMENT OF VALUE, ETC.), SUFFERED BY THE USER OR ANY THIRD PARTY IN CONNECTION WITH THE USAGE OF THE WEBSITE AND/OR ACT OR OMISSION OF IPCC AND/OR ANYONE ACTING ON ITS BEHALF WITH RESPECT TO THE WEBSITE;
- 10.1.2. ANY MALFUNCTION AND/OR DELAY AND/OR DISRUPTION OF THE USE OF THE WEBSITE (INCLUDING, WITHOUT LIMITATION TO THE GENERALITY OF THE AFORESAID, IN ANY COMMUNICATION DEVICE, INTERNET NETWORK AND/OR CELLULAR NETWORKS) AND ANY EXPENSE, LOSS OR DAMAGE CAUSED FOR ANY REASON THAT IS NOT DEPENDENT ON PERES CENTER, INCLUDING BUT NOT LIMITED TO, AS A RESULT OF A COURT ORDER AND/OR REGULATION AND/OR INSTRUCTION OF A GOVERNMENT AUTHORITY, MATERIAL SHUTDOWN OF THE COMMUNICATIONS SYSTEMS, EARTHQUAKE, STORM, SHORTAGE OF

MATERIALS AND/OR IN THE PUBLIC SERVICES AND/OR IN TRANSPORT SERVICES, FIRE, FLOOD, EXPLOSION, ACCIDENT, EPIDEMIC, PANDEMIC, STRIKE, RIOT, BREACH OF PUBLIC ORDER, WAR, TERROR AND/OR HATRED ACTS AND EMBARGO SHALL NOT BE DEEMED A VIOLATION OF THE TERMS AND SHALL NOT ENTITLE THE USER TO ANY REMEDY AND/OR RIGHT. FOR THE AVOIDANCE OF DOUBT AND WITHOUT DEROGATING FROM THE GENERALITY OF THE AFORESAID, IT SHALL BE CLARIFIED THAT THE USER SHALL HAVE NO CLAIM OR RIGHT WHATSOEVER IN CONNECTION WITH THE ACTIONS TAKEN BY PERES CENTER DUE TO SUCH MALFUNCTION AND/OR DISRUPTION;

- 10.1.3. ANY EXPENSE, LOSS OR DAMAGE CAUSED IN CONNECTION TO ACTS OR OMISSION OF THE USER AND/OR OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO THE COMMUNICATION SERVICE PROVIDER (INCLUDING IN CONNECTION WITH MALFUNCTIONS AND/OR DISRUPTION, TEMPORARY OR PERMANENT, ON THE COMMUNICATION LINES).
- 10.1.4. ANY EXPENSE, LOSS OR DAMAGE CAUSED IN CONNECTION WITH UNAUTHORIZED ACCESS, ATTACKS, HACKING AND INFILTRATION OF INFORMATION (OR ATTEMPT TO PERFORM ANY OF THE ABOVE) VIA A COMMUNICATION LINE OR OTHER COMMUNICATIONS NETWORK.
- 10.1.5. ANY EXPENSE, LOSS OR DAMAGE CAUSED TO THE USER AS A RESULT OF UPDATING AND/OR CANCELANATION AND/OR REMOVAL OF CONTENT FROM THE SITE AND/OR -SHUT DOWN OF THE WEBSITE (OR BLOCKING THE ACCESS TO IT) FOR REASONABLE PERIODS OF TIME AND FOR ACCEPTABLE FOR MAINTENANCE AND/OR UPGRADE.
- 10.2. Without derogating from the aforesaid:
- 10.2.1. As part of the use of the Website, IPCC may provide links and references to various websites and pages on the internet operated by third parties where the User may, *inter alia*, receive or purchase various products and services (the “**Linked Sites**”). These Linked Sites may request the User to register, provide details, etc. It is agreed that IPCC has no knowledge, control or responsibility for the occurrences on these Linked Sites. Submission of information and registration on these Linked Sites is not subject to the Website’s privacy policy, but to the privacy policy of those Linked Sites and to the provisions of applicable laws. Using the Linked Sites, as well as any other action that the User will make in connection with them, is the responsibility of the User and the Linked Sites owners only and the User will not have and he/she waive any claim and/or demand for direct and/or indirect loss or damage against IPCC and/or anyone acting on its behalf arising from the reliance and/or use of the content and/or information provided on these Linked Sites.
- 10.2.2. The Website may include inaccuracies or scribal errors and other mistakes, whereas it is impossible to prevent errors, defects or mistakes in the content and/or in the manner of delivery.
- 10.2.3. Networks, computers, servers, and websites are vulnerable to attacks and hacking attempts by various parties. IPCC implements various security measures to protect the information included on the Website, including such information provided by the User, however the User acknowledges that IPCC cannot fully guarantee the security of the Website, which may suffer

security breaches and illegal penetrations, and IPCC does not guarantee that the Website will be completely immune from unauthorized access to the information stored therein. By using the Website, the User releases Peres Center and/or anyone acting on its behalf from liability for any damage caused to it and/or to anyone acting on its behalf due to attacks, hacking, attempts and penetration to the Website and waives any claim against IPCC and/or anyone acting on its behalf.

11. CONTACT DETAILS

For any questions or clarifications regarding any matter relating to the Website please contact us at: gai@geofreesw.com.

12. MISCELLANEOUS

- 12.1. IPCC retains the right to add, change, subtract and replace at any time the provisions of the Terms, completely or partially, at its sole discretion, without prior consent of the Users. IPCC shall publish any material change to the Terms within a reasonable period of time prior to such change becoming affective. The binding version of the Terms shall be those appearing from time to time on the Website. It is the User's responsibility for keeping himself/herself up to date with any changes and updates to the Terms. The continuance use of the Website by the User following changes to the Terms and their publication constitutes evidence of the User's consent regarding the changes. IPCC recommends that the User will review the Terms prior to any use by him/her of this Website in order to review any changes that have been occurred (if any) to the Terms.
- 12.2. All disputes, claims, and demands relating to the Website including, but not limited to, the information and content contained therein, will be subject to the laws of the state of Israel. The exclusive jurisdiction for any matter relating to the Terms and the use of the Website shall be vested with the competent courts of the city of Tel Aviv-Jaffa and the parties expressly waive the authority of any other court for this matter.
- 12.3. If any of the provisions of the Terms are determined by the court to be illegal and/or invalid, it shall not invalidate the remaining of the provisions of the Terms and/or the rest of the particular provision of which was revoked and/or reduced by the court.
- 12.4. Any delay by IPCC in the execution of any right vested by IPCC or its failure to enforce its rights under the Terms or applicable law will not be deemed or considered as a waiver by IPCC of such right.