THE WAY TO JERUSA LEM ASSOCIATION



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### Website Terms and Conditions – The Way to Jerusalem (NPO)

Welcome to the website thewaytojerusalem.org (hereinafter referred to as "the Website"), operated by The Way to Jerusalem Non-Profit Organization, Registration No. 580773760, located at 7 yonek hadvash St., Batzra (hereinafter referred to as "the Website Administration" and/or "the Organization") .By using the Website, you agree to these Terms and Conditions, including all terms and limitations contained herein.

### Amendments to the Terms and Conditions

These Terms and Conditions may be amended from time to time. The Website Administration will notify users of any material changes through a prominent notice on the Website. Continued use of the Website after the changes are posted constitutes acceptance of the new terms. It is the user's responsibility to stay updated on the Terms and Conditions upon each visit to the Website. Browsing the Website or using it in any manner is considered acceptance of these Terms and a commitment to comply with them. It is clarified that these Terms constitute a binding legal agreement for all intents and purposes and obligate the user in all his/her uses of the Website.

### Services

-The Website offers online donation and product sales services.

-Services can be ordered by contacting the Website Administration according to availability and geographical location.

-Payment for the Website's services can be made by credit card, subject to the approval of the Website Administration.

-The service prices include VAT.

-The Website Administration reserves the right to discontinue its services at any time.

- The eligibility to perform actions on the Website and place orders is granted to any individual with an active bank account and/or a valid credit card, and who provides a valid email address at the time of purchase on the Website. Any transactions performed by a minor will be deemed as having been conducted with the consent of the minor's parent or legal guardian.

Cancellations and Service Modifications

-The policy for cancellation of transactions and return of products is in accordance with the Consumer Protection (Cancellation of Transactions) Regulations, 2010, and the Consumer Protection Law, 1981.

(https://www.gov.il/en/departments/consumer\_protection\_and\_fair\_trade\_authority/govil-landingpage )

-A service scheduled for a customer can be canceled at any time, provided the customer informs the Website Administration of the cancellation or change of date at least 14 days before the scheduled service.

-Order cancellations are allowed up to 24 hours from the time of order placement, provided that the order has not yet been shipped.

-In the event of service cancellations, the customer will not be charged for the service.

-No refunds will be issued for services already rendered.

-The Website reserves the right to cancel the delivery of an order to a user with at least two hours' notice. In such a case, the user will have no claims against the Website.



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-Notification of cancellation or discontinuation by the Organization will be provided to the user, and the Organization will refrain from charging the user's credit card or will refund any amount paid for the products, if applicable.

### **Limitation of Liability**

-The Website Administration shall not be liable for any indirect, consequential, or special damages caused to the user or any third party as a result of using the Website or the services offered therein. -The total liability of the Website Administration for any claim or cause of action related to the use of the Website or the services shall not exceed the amount paid by the user for the services in question.

### Service Availability and Geographic Location

-Service availability is subject to the time agreed upon with the Website Administration. -For any questions or inquiries regarding the services, please contact Tom Rice at +972546478113.

### **Shipping Policy**

-Most products on the Website are ready for shipment within 14 business days. -Users can choose from different shipping methods: self-pickup from the business premises, selfpickup from the shipping center, or home delivery.

-Shipping costs are as indicated on the payment page.

#### Warranty and Service

-Services will be provided according to the service packages offered by the Website Administration at the start of the service.

-The duration of the service is as pre-determined.

-The Website Administration is not liable for any physical, financial, or other damages incurred during or as a result of using the services, except in cases of gross negligence or willful misconduct by the Website Administration.

-The Website Administration disclaims all responsibility for the content written on the Website, its use, and its consequences.

#### **Information Security and Privacy**

-The Website Administration, as well as affiliated companies and additional entities acting on behalf of the Organization under the same information security standards, may use the information provided in the form to supply the requested information and services. This personal information will not be disclosed or used for marketing purposes without the customer's explicit consent and will not be shared with third parties without the customer's explicit approval, unless required by law.

-The content of the service and any disclosure of personal information during the service will never be revealed to another person or any entity without written approval from the customer. The Website Administration is committed to your privacy, and this privacy is our top priority.

-The Organization undertakes not to use the information provided by buyers except to enable the purchase on the sales site and in accordance with any law.

-By clicking on the "Submit" button, I confirm the form and its terms with my signature.

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-The Website is secured using advanced security measures designed to ensure proper use and safe browsing on the Website, as well as to protect the privacy of users. Every user of the Website and its services commits not to engage in any activity that could disrupt the Website's operation, steal user information, or breach the Website's security mechanisms.

-In case of misuse, the Website Administration will take action against any activity by any legal means available, including blocking the user from accessing the Website and initiating legal proceedings against the user if they act as described.

# Use of Cookies and Online Tracking

-The Website may use cookies and similar tracking technologies to enhance user experience, analyze Website traffic, and for marketing purposes.

-Users may adjust their browser settings to block or restrict the use of cookies, but this may affect certain functionality on the Website.

# User Responsibility for Account Security

-Users are responsible for maintaining the confidentiality of their login details for their Website account.

-Users must immediately notify the Website Administration of any unauthorized use of their account or any suspected breach of account security.

# Intellectual Property

-All intellectual property rights on this Website, including copyrights, distribution rights, trade secrets, trademarks, and all other forms of intellectual property, whether related to the design and page layout of the Website or the content displayed on it, are the exclusive property of the Website Administration.

- The name or logo of the association, as part of its intellectual property, may not be used without prior written consent from the Website management.

-No information from the Website may be copied, duplicated, distributed, published, or used in any other way without prior written consent from the Website Administration. Any content created by users and uploaded to the Website (such as comments, reviews, or other content) remains the property of the user. However, by uploading content to the Website, the user grants the Website Administration an irrevocable, royalty-free license to use, copy, modify, distribute, publish, and display the content in any media, for any purpose related to the Website's operation.

# **Dispute Resolution and Mediation**

-In the event of a dispute between the user and the Website Administration, the parties agree to attempt to resolve the dispute through direct negotiation and in good faith.

-If the dispute cannot be resolved through direct negotiation within 30 days, the parties shall refer the matter to mediation before an agreed-upon mediator.

-Only if mediation fails, the parties may seek relief from a court, as specified in the jurisdiction clause of these Terms.

# Governing Law and Jurisdiction

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-The interpretation and enforcement of these Terms and any action or dispute arising from them shall be conducted in accordance with Israeli law only and under the jurisdiction of the competent court "The Netanya Magistrate's Court".

### **Updates on Privacy Protection**

-The Website Administration commits to complying with the Privacy Protection Regulations (Information Security), 2017, and, if necessary, the EU GDPR regulations.

-Users have the right to request access to their personal information held by the Website, to correct this information, and in certain cases, to request its deletion.

-In the event of a data breach or security incident on the Website, the Website Administration will notify the relevant users as soon as possible and take the necessary steps to mitigate the damage and prevent a recurrence.

## **Protection of Minor's Information**

-The Website does not knowingly collect personal information from minors under the age of 13 without the consent of a parent or guardian.

-If the Website Administration becomes aware that personal information from a minor under the age of 13 has been inadvertently collected, it will take immediate steps to delete the information.

### Amendments to the Terms

-The Website Administration reserves the right to change these Terms at any time.

-Significant changes to the Terms will be brought to the users' attention through a prominent notice on the Website.

-Continued use of the Website after the changes are posted constitutes acceptance of the new terms.

### Miscellaneous

-The masculine form used in these Terms is for convenience only, and the Terms apply equally to both genders.

-The services offered through the Website are subject to the terms outlined in these Terms.

-By placing an order on the Website, the customer declares that they have read, understood, and agreed to these Terms. The Terms constitute a binding contract between the user and the Website Administration.

### **Contact Information**

-For any questions or inquiries, please contact the Website Administration at +972546478113 or via email at mail@thewaytojerusalem.org during the Website's business hours.

\*\*Last Updated: [August 20, 2024]\*\*