

# Website Terms of Service - English Version Anahnu Movement (Registered Non-Profit)

#### Dear Visitor,

Welcome to the English version of the Anahnu Movement website. Browsing and using the English version of the website are subject to the terms of use and privacy policy outlined below (the "Terms"). Please read them carefully.

By using the English version of the website, you confirm that:

- 1. You have read the Terms and agree to their conditions
- 2. You are an adult (18 or older) and legally competent to enter into an agreement according to these Terms

#### The Website and the Terms

- 1. The English version of the website is intended to serve as a platform for presenting the activities of the Anahnu Movement and for fundraising support.
- 2. The English version of the website is the exclusive property of the Anahnu Movement (hereinafter: "the Movement"), and the Movement has full and exclusive discretion regarding the maintenance, management, and updating of the English version of the website.
- 3. The Movement may change the English version of the website and the Terms from time to time, at its discretion, and without prior notice. This includes updating the Terms, establishing access and usage methods, requesting personal information, blocking user actions, and changing technical or content components in the English version of the website.
- 4. The user of the English version of the website (hereinafter: "the User") uses the website in its current state, and each renewed browsing constitutes renewed agreement to the Terms.
- 5. The English version of the website is not intended to advise the User on their personal matters, and the information on the English version of the website should not be relied upon for personal decision-making.

# Browsing and Using the English Version of the Website

6. The Movement makes reasonable efforts to maintain and manage the English version of the website in accordance with all laws, including information security and privacy protection. However, the Movement is not responsible for technical malfunctions beyond its control and does not provide technical support for using the English version of the website.



- 7. Browsing and using the English version of the website are the full responsibility of the End User, for legal purposes only, in accordance with the Terms, and for their personal needs only.
- 8. The use of the English version of the website does not grant the user any rights regarding the website or the information therein. It is prohibited to use the English version of the website or the information in a manner that violates the law or the Terms, or in a harmful manner, unless explicit written consent has been received from the Movement.
- 9. The User undertakes not to act contrary to the law, the Terms, or other conditions set by the Movement. The user shall not endanger the English version of the website, the information therein, or information security. The Movement is not responsible for the actions of the User, especially actions contrary to law.
- 10. The Movement may block or restrict the use of the English version of the website, reject membership or support, or remove user content, at its sole discretion, without the need for justification or prior notice. The Movement may also take legal action against a user who has acted contrary to law or the Terms.

#### Limitation of Liability and Indemnification

- 11. The Movement, its managers, employees, and representatives are not liable in any case, directly or indirectly, for any damage, loss, cost, claim, or expense of any kind that may be caused as a result of browsing or using the English version of the website and its contents, including but not limited to:
  - A. Any use of or reliance on information appearing on the English version of the website
  - B. Any disruption, malfunction, error, omission, or delay in the operation of the English version of the website
  - C. Any virus, malicious software, or other harmful code that may affect the user's device
  - D. Any damage to property or person, loss of profits, loss of data, or any other consequential damage
  - E. Information or services provided by third parties, including links to other websites
- 12. The User undertakes to indemnify, defend, and hold harmless the Movement, its managers, employees, and representatives for any damage, loss, liability, claim, or expense, including reasonable legal expenses and attorneys' fees, caused to them as a result of:
  - A. Her breach of these Terms
  - B. Violation of any third-party right, including intellectual property rights, privacy rights, or any other right
  - C. Any claim that content uploaded by her caused damage to a third party
  - D. Any use of the English version of the website that is not in accordance with the Terms or any law
  - E. Any action or omission related to the use of the English version of the website



- 13. Some of the information in the English version of the website comes from or refers to third parties. The Movement has no responsibility for this information, and no claim will be heard against the Movement regarding damage or loss caused by information from third parties, including the validity of links in the English version of the website.
- 14. The Movement is exempt from any liability, including the obligation to compensate, for any damage or loss that may be caused due to the use of the English version of the website, including website malfunctions, use of equipment or software to access the English version of the website, loss or corruption of information, actions contrary to law or the Terms, entering incorrect details, or links to other websites.

#### **Uploading Content and Providing Personal Information**

- 15. The Movement may allow the user to upload content to the English version of the website or require the submission of personal information to perform actions on the English version of the website.
- 16. There is no legal obligation to upload content or provide personal information. If the user chooses to do so, he or she does so of her own free will, understanding that the Movement may store this information in its database and make legal use of it, including contacting the user (unless the user has requested not to receive communications).
- 17. The User confirms that the collection of her personal data and its use will be carried out in accordance with the Movement's privacy policy. The Movement will take reasonable security measures to protect personal information but cannot guarantee absolute protection against unauthorized access.
- 18. The determining date for any dispute between the parties will be the date on which the content or personal information was recorded in the Movement's systems.
- 19. The user undertakes not to upload content to the English version of the website or provide details that do not belong to her, that violate the law, are false, or harmful. Responsibility for information uploaded by the user rests solely with her or him, including for damage that may be caused to the Movement, to the website, or to a third party.
- 20. It should be emphasized that deliberately uploading or providing false information constitutes a criminal offense.

## **Support and Its Cancellation**

21. The Movement allows users browsing the English version of the website to donate to the PEF organization that operates for Israel, with a recommendation to transfer the donated amount to the Movement at the discretion of the PEF organization (hereinafter: "the Support"). This is in accordance with the PEF Terms appearing on the payment page in the English version of the website, and only if the user is an adult (18+), has provided accurate and complete details, owns a valid payment method, and the Support is intended for the Movement's declared public purposes.



- 22. The Support will be made using the user's payment method, provided that the payment system linked to the English version of the website supports the payment method. The Support will be completed only after receiving approval from the payment method company and the payment processing company, and the completion of the entry process in the English version of the website should not be seen as confirmation of Support execution. Upon completion of the Support, the user will receive an email notification from the PEF organization to the address provided.
- 23. The user must verify that her Support (one-time or recurring) is in the amount requested by her. The Movement will not be responsible and will not credit for previous Support if there was an error in the Support amount. The user hereby waives any claim against the Movement regarding amounts transferred in error.
- 24. The Movement is not responsible and will not credit for Support given in error through the English version of the website, whether for the entire amount or part of it.
- 25. The Movement takes reasonable precautions to maintain the confidentiality of the user's personal information, especially payment method details entered in the English version of the website. However, the Movement is not responsible for damage caused due to a malfunction beyond its control, including unauthorized use of these details. The user agrees to take reasonable precautions on her part to protect her account access details.

## **Intellectual Property**

- 26. All intellectual property rights in the English version of the website and the information therein, including content, design, presentation, and technical information, belong exclusively to the Movement (or to third parties who have authorized the Movement to use the information). Also, the name "Anahnu Movement (Registered Non-Profit)" and any other mark of the Movement appearing in the English version of the website are part of its property, and all rights to them are reserved solely for the Movement.
- 27. It is prohibited to make unauthorized use of the information appearing in the English version of the website or in violation of the law, which may violate intellectual property laws (copyright, trademarks, privacy protection, etc.). This includes modifying, copying, selling, distributing, broadcasting, publishing, or exposing the English version of the website to software that may cause malfunction or prevent use of the website. Responsibility for unauthorized use will rest solely with the user.
- 28. The use of the English version of the website does not grant the user the right to make harmful, partial, or permanent use of the English version of the website or the information, and she or he will bear sole responsibility if she does so.
- 29. Notwithstanding the above, the Movement grants the user a limited, non-exclusive, and non-transferable license to use original content marked as such in the English version of the website, which was developed solely by the Movement ("the Licensed Content"), subject to the following conditions:



- A. Indicating the source of the content in the format "From: Anahnu Movement (Registered Non-Profit) website, English version"
- B. Referencing through a link to the relevant page in the English version of the website
- C. The use is not for commercial purposes
- D. The use does not change the nature of the content or its original meaning
- E. The use does not violate any law
- 30. This license does not apply to content originating from third parties, including but not limited to, images, illustrations, trademarks, symbols, and content linked through external links. The Movement may revoke this license at any time, generally or for a specific user, at its sole discretion.

#### Miscellaneous

- 31. These Terms apply to the English version of the website only. The Hebrew version of the website is subject to separate Terms.
- 32. The Terms override any other agreement on behalf of the Movement regarding the English version of the website, unless explicitly stated in writing that the agreement overrides the Terms.
- 33. If any provision of the Terms is invalid, this will not affect the validity of the remaining provisions. An invalid provision will be replaced with a valid provision that is closest to the original provision.
- 34. In case of a dispute regarding the Terms, the parties undertake to first approach the Movement to attempt to resolve the dispute by agreement and in confidence. If this is not successful, the parties will turn to a mediation process behind closed doors. Only if mediation fails will the parties turn to the court.
- 35. These Terms, the English version of the website, and its use are exclusively governed by Israeli law. Exclusive jurisdiction is given to the competent court in Jerusalem.
- 36. For any question or inquiry, you can contact the Movement's team via email: anahnu@anahnu.org.il
- \*These Terms are written in the feminine form for convenience only, but the conditions apply equally to all genders.

Wherever the word "Movement" appears, it also refers to officers and employees of the Anahnu Movement and/or any entity acting on its behalf.