



Terms of Use - Atalef Foundation

The Atalef Foundation is a registered Foundation that operates for the benefit of Shayetet-13 (Israel's Elite Navy Seals) veterans, the bereaved families, killed in action of Shayetet-13, Shayetet-13 and Israeli society in general, as detailed in the Articles of Association of the Atalef Foundation in effect from time to time.

Welcome (“**User**” or “**you**”) to the Atalef Foundation website (the “**Site**”). The Site is operated by the Atalef Foundation (the “**Foundation**”). By visiting and using the Site, you accept the terms of use detailed below (the “**Terms of Use**” or the “**Terms**”). Please read these Terms carefully, as the use of the Site constitutes acceptance of all the Terms. The Terms will apply to any use made by you of the Site and will form the legal basis for any legal discussion between you and the Foundation.

These Terms of Use govern the relationship between the Foundation and the users of the Site. The Site offers users informative information, articles, news, forums, advertisements as well as various services and products (“**Services**”). Subject to the terms below, you may also be exposed to the information on the Site, participate in forums, purchase products and Services, as well as share your content with others. The information you provide for publication and/or upload onto the Site can be exposed to anyone using the Internet. Act wisely and carefully in your responses to inquiries you receive as a result of using the Site and/or publishing any of your information on it, as you should do in any other contact that is not made via the Internet.

In these Terms, “**User**” – any person and/or corporation and/or body. “**Registered User**” – a User who has registered as a member of the Site. The “**Foundation**” – including its directors, employees, members and anyone on its behalf. Anything stated in these Terms shall apply equally to all genders, terms in the singular form shall include the plural, and vice versa.

General Provisions

1. Browsing and/or visiting the Site and/or using the Services reflects and constitutes your agreement to these Terms. If you do not accept any or all of these Terms, you may not use the Site and/or the Services for any purpose whatsoever. The Foundation reserves the right to update these Terms, from time to time, at its sole discretion and without having to provide any prior notice, and the updated Terms of Use will be binding from the moment they are published on the Site.
2. In any case of contradiction and/or inconsistency between these Terms and any other publication of any kind, the provisions of these Terms shall prevail.
3. The Site is intended for personal use and private purposes only.
4. Registered Users will keep the username and/or personal passwords thereof confidential and will not reveal or disclose them to others.
5. The User will not use the Foundation's databases or any part thereof without the prior written approval of the Foundation.

Intellectual Property

6. The copyrights and intellectual property on the Site and Services belong to the Foundation and/or third parties who have granted the Foundation permission to display them within the aforementioned Site and Services. Without derogating from the generality of the above, the Foundation is the sole owner of the Site's names and trademarks, its copyrights, patents and designs, registered and unregistered, trade secrets involved in the operation of the Site and the provision of



Services, the design of the Site, the technological information involved in its operation, including but not limited to software, applications, graphic and other files, computer codes, texts and/or any other material contained therein, with the exception of User Content as this term is defined below (“**Information**”).

7. The User may not copy, distribute, reproduce, publicly display, or disclose to any third party the Information and/or any part thereof. The User may not change, publish, broadcast, transfer, sell, distribute or make any commercial use of the Information and/or any part thereof without prior written permission from the Foundation.
8. For the avoidance of doubt, it is hereby clarified that the Foundation is not responsible for any damage or violation of any intellectual property rights, including trademarks, copyrights and trade secrets in connection with the right of use granted to the User in addresses, including domain names and email addresses.

User Content

9. Subject to applicable law, any content uploaded and/or attached to the Site by Users, including potential buyers and sellers, including images and video and audio content in blogs and/or forums and/or albums and/or chat rooms and/or any other material uploaded by Users to the Site and/or to any of the Services (“**User Content**”) is the sole property and responsibility of the User who uploaded said content.
10. The User acknowledges that all information, text, software, music, sound, image, graphics, video and any other material published or sent by the User is the User’s sole responsibility, and the User is exclusively responsible for the content of the messages uploaded, attached and/or sent by the User to the Site and/or any of its Services. The User undertakes that any message and any other material will be appropriate and will not infringe any rights of others, including intellectual property rights. The User will upload to the Site and/or send via the Site any illegal material that violates the rights of a third party and/or material that may harm and/or harass other Users and will not act in any way that may cause damages to the Foundation.
11. The User shall not upload to the Site and any Service therein any content that constitutes prohibited content (“**Prohibited Content**”), including the following:
 - a. The User undertakes that any message, information, design, representation and undertaking, text, software, music, sound, image, graphics, video and any other material published or sent by the User will be appropriate and will not infringe any rights of others, including intellectual property rights.
 - b. The User shall not upload to the Site any illegal, threatening, libelous and/or slanderous content, obscene or racist material, pornography, or any other material that may invade the privacy of others and/or prejudice the general public and feelings thereof or material that may harm and/or disturb other Users.
 - c. The User will not post and/or upload to the Site and/or any other Service of the Foundation content or material that may harm the public’s feelings, which may constitute and/or encourage criminal behavior or establish grounds for a civil lawsuit or violate a provision of any law in any other way.
12. The User will not collect data on other Users and will not provide information that will lead to the execution of illegal actions and will not act in any way that may cause damage to the Foundation.



13. Any use by a third party of the User Content, without the permission of the owner of the relevant rights, constitutes, among other things, a violation of the Copyright Law, 5767-2007.
14. The Foundation does not edit and/or supervise the contents, representations and undertakings uploaded to the Site and/or Services by the Users and/or any third party and the Foundation is not responsible for said contents and/or for any result of any reliance on said contents and/or any use thereof. However, at the User's request, the Foundation reserves the right to edit, remove content, messages, photos and video content, and/or refuse to upload them if it has found them to be offensive, at its discretion, and/or for any other reason. The Foundation further reserves the right to claim compensation for any damage incurred by it and/or anyone on its behalf and/or its operators as a result of the Prohibited Content. The Foundation neither controls, nor supervises, nor is it responsible for the information and/or Services provided and/or advertised by others and/or through them, either directly or indirectly, including Services and content on sites of others to which there are links from the Site.
15. The User undertakes to exempt the Foundation definitively, completely and irrevocably from any responsibility for any damage, loss or expense of any kind, incurred by Users and related, directly or indirectly, to User Content uploaded, attached and/or appearing on the Site, including any representations and/or undertakings of any of the potential customers and/or sellers.
16. In addition, the User undertakes to compensate and indemnify the Foundation for any damage, loss or expense, of any kind, incurred by the Foundation, and related, directly or indirectly, to User Content uploaded, attached and/or appearing on the Site, including representations and/or any undertakings of any of the customers and/or potential sellers, immediately upon the Foundation's first demand, and definitively, completely and irrevocably waives any claim or demand against the Foundation in connection with said contents.

Rules of Conduct in Forums

17. The Foundation's forum system is a platform for expressing opinions on any subject. The Foundation makes the forums available to Users as a free speech platform in the spirit of the "Foundation," without supervision or intervention. The democratic principle that underlies the system reflects freedom of speech to everyone on the one hand, and on the other hand, the laws of the State of Israel are protected and observed. The Foundation invites you to use this stage to express your opinion, while observing the laws of the country and the rules of the game, to enable a fruitful, efficient and fair discussion.
18. The use of the forums is subject to the provisions of any law and the Terms of Use as determined from time to time by the Foundation. The use of the forums constitutes acceptance of all the terms listed below.
19. The forum system includes, among other things, the forums, personal in-boxes, personal pages, voice boxes and tools that allow the users of the system to upload text, information, links and other content to the forums.
20. It is prohibited to upload to the forums content which is illegal and/or intended for illegal purposes and/or that may cause damage to the Site. Furthermore, the Foundation may refuse to allow other websites use the community Services it provides if these may cause any damage to the Foundation. Furthermore, the Foundation will not be used as a stage for quarrels/wars/battles of words between people/Users/other websites. The Foundation is not used as a platform for making money or



publishing websites for the sake of publicity. The Foundation reserves the exclusive right to determine which content and/or forums and/or use of the Services breach this clause.

21. It is prohibited to upload content to the forums with the aim of sabotaging the activity of the forums or the normal and ongoing course of the discussions in the forums.
22. Content of a commercial or advertising nature may not be uploaded to the forums, except with express prior written permission of the Foundation.
23. Content uploaded to the forums must be relevant to the topic of the forum to which they are uploaded. The Foundation may delete messages that are irrelevant or move them to the relevant forum.
24. The Foundation reserves the right to limit and/or block and/or prevent a User from accessing and/or using any service on the Site, including writing and reading in the forums and personal in-boxes, without providing notice/reasons to the User in advance or in retrospect.
25. Uploading content online by a Registered User grants the Foundation a license to publish and use said content, in any way, on the Site it operates on the Internet, at its sole discretion and for no consideration. By uploading content, the Registered Users declare that they are authorized to grant the Foundation a license as detailed above in this section.
26. The Foundation does not and cannot supervise the discussions in the forums and the content uploaded to the forums by the Registered Users, and it is not responsible in any way for said content. Any liability arising from uploading content to the forums belongs to the Registered User who uploaded it.

Commercial Information

27. Publishing content, representations and undertakings, ads and/or coupons and/or promotions on the Site does not constitute a recommendation or encouragement on the part of the Foundation or anyone on its behalf to purchase the Services or products offered therein and the terms of any transaction that will be carried out following an advertisement or information published on the Site will be directly settled between the Users, including any of the potential customers and the advertiser, supplier and/or any potential sellers concerned and under their responsibility.
28. The Foundation will not check the content, representations and undertakings in the advertisements published and appearing on the Site and is not responsible for anything stated therein. For the avoidance of doubt, the Foundation is not and will not be a party to any such transaction. Users and Registered Users hereby waive any claim and/or demand against the Foundation and/or anyone on its behalf in relation to such information, publications and content. However, the Foundation reserves the right to remove an advertisement at its sole discretion if it is found to be offensive.

Registered User Statement

29. The Services provided on the Site are to be used *as is*. There will be no claim or demand against the owners of the Site regarding the nature of the Services offered by the Site, whether they are limited, adapted to your needs, or the responses that arise by any publication of information or details on your behalf on the Site. The use of the Site is your full and sole responsibility.
30. You declare that in the course of any use of the forum system and the accompanying tools, you will not intentionally post false, defamatory, inaccurate, rude, anti-Semitic, sexual, threatening, invasive



content, or any other content that violates the laws of the State of Israel. Legal action may be taken against you if you violate this clause.

31. You are responsible for the content of your messages and the information you post. The Site reserves the right to disclose your information. By accepting these Terms you declare that the copyright of the content you upload is yours or that you have the copyright owner's permission to publish it. You will not post any content without the permission of the copyright owner. It is also strictly forbidden to publish spam messages, flooding, advertisements, and chain letters.
32. You agree that the Foundation will be entitled to disclose your identity (or any other information about you) in the event of police action or judicial action against you.
33. The owners of the Site and/or the creators of the Site and/or members of the Site team will not bear any responsibility for any damage, direct or indirect, caused as a result of messages that you as a Registered User publish, without exception. Your use of the Site constitutes an express agreement that you, as the author of the message, are directly and solely responsible for its content. Your use of the Site also constitutes an express agreement that you release the Site, including all its operators, managers, and agents, from any responsibility for your messages.

User's Declarations and Undertakings

34. Additionally, and without detracting from the generality of the Terms, the User declares and undertakes to the Foundation as follows:
 - The User is at least 18 years old or under the age of 18 and has informed the parents thereof about the registration to the Site, received their consent, and both the User and parents thereof have agreed to accept the Terms, including the liability limitations mentioned herein.
 - The User will not use and/or upload to the Site content and/or photos and/or video clips that contain content that is threatening, blatant, racist, insulting or pornographic or sexually explicit material or content that may harm the public's feelings.
 - The User will not harass other Users with disturbing requests and obscene statements.
 - The User will not include in the User Content uploaded by the User to the forums and/or to the albums and/or to any other service of the Foundation, any material that constitutes an infringement and/or invasion of privacy, sedition, deception, violation of copyrights, performers' rights, violation of trademarks and trade names, samples, patents, etc., violation of any other third party rights, commercial torts and/or violation of the right to goodwill, and/or violation of contractual rights and/or fiduciary duties to others and/or any other violation of any law.
 - The User is the owner of all the intellectual property rights in the User Content, including, but not limited to, the copyrights and performers' right in respect of the video content and the photos uploaded to the Site.
 - If the User violates copyrights of any kind in relation to any Service of the Foundation, including by uploading photos and/or video content to the Site, where the User is not the legal owner of all the rights in the uploaded content and in connection therewith, the User empowers the Foundation to release itself from liability in this regard and assign to the User any claim in this regard.



- Without deviating from the above, the Foundation may claim indemnification from the infringer of the aforementioned rights for the damage suffered by it.
- The User knows that any information, text, software, music, sound, graphics, video and any other material published or uploaded by the User to the Site privately is the User's sole responsibility and the User is solely responsible for the uploaded content.
- The User will not flood forums and/or any other Service with idle messages and/or repeated messages, in a way that harms the use of said Service.
- The User will not upload content that contains the transmission of "junk mail," "SPAM" or mass sending of email messages or SMS messages other than at the request of the recipients. In addition, the User will not include content directly or indirectly related to Mobile Phone Radio Services and/or end equipment, and/or to any type of service provided directly or indirectly by any of the Mobile Phone Radio operators, unless approved in advance and in writing by the Mobile Phone Radio operator.
- The User will not use blunt or rude language, which may insult or harm other Users.
- The User will not harass, or harm other Users on the Site and any Services provided therein and will not violate the law in any other way.
- The User will not upload illegal material to the Site, or material that encourages, supports, assists, provides instructions for the performance of, or guides the performance of an act that constitutes a criminal offense according to the laws of the State of Israel.
- The User will not upload to the Site material that the user knows to be false or misleading.
- The User will not include any defamatory material.
- The User will not include any material the publication of which is prohibited according to the provisions of any law.
- The User will not incite racism, harm to others, murder or violation of the law.
- The User will not publish other Users' personal info or phone number.
- The User will not edit and/or publish any commercial advertising, polls or contests through forums and/or any other service on the Site, except in places designated for said purpose, if any exist, and subject to the other provisions of these Terms.
- The User will not use the Foundation's Services for the purpose of performing an act or action prohibited by any law.
- The User will use the Services in accordance with the Terms, the provisions of any law and subject to instructions and guidance provided thereto, from time to time, by the Foundation.
- The User will not illegally access material and/or computer files and/or transfer computer software, computer code or application that include a computer virus ("Virus"), including malware programs such as Trojan horses, worms, vandals, malicious applications, etc., to other computers and/or to use or interfere with other computers in violation of the Computers Law, 5755-1995.



- The User will not send email messages in a way that provokes complaints from the recipients.
 - The User will not include any material relating to minors that identifies them, their personal details, addresses and their means of communication.
 - The User will not include passwords, usernames and other details that allow the use of computer software, digital files, websites or Services that require registration or payment, without said payment or registration.
 - The User will not include any material that could mislead a consumer, as defined in the Consumer Protection Law, 5741-1981.
 - The User will not refer to any link or give any other reference to material the publication of which is prohibited according to this document.
 - The User will keep secret and/or will not disclose and/or transfer to another person or others, any personal passwords (if and any are granted thereto by the Foundation, including a username and login password) and/or the means of accessing the Internet, provided thereto (if any) by the Foundation, unless the User has received the Foundation's prior written consent.
35. The access of any User who acts contrary to any of the obligations detailed above will be blocked, the content uploaded by said User will be removed, and the Foundation will be entitled to deny access and prevent said User from visiting the Site and consuming Services through it. A User who has been removed by the Foundation and/or denied access will not be allowed to return and visit the Site under a different username.
36. The User shall compensate and indemnify the Foundation immediately upon receiving its demand, for any damage and/or loss and/or expense, of any kind, including legal expenses, which have been or will be incurred by the Foundation and/or any third party, and are directly or indirectly related to the User Content that appears on the Site and any service therein, or related to the User's use of the Site and/or Services, at the Foundation's first demand, and the User hereby fully, definitively, absolutely and irrevocably waives any claim or demand against the Foundation in connection with said contents, browsing the Site and the use of the said Services.

Liability Limitations

37. The Foundation does not guarantee that the Services will be uninterrupted, orderly provided, maintained safely and without errors, and be immune to unauthorized access to the Foundation's computers or damages, breakdowns, malfunctions or failures in the hardware, software, communication lines and systems, at the Foundation, its suppliers and/or anyone on its behalf.
38. The provision of Services by the Foundation depends, *inter alia*, on third parties, and the Foundation is not responsible for any act or omission of third parties and will not be responsible for any damage and/or loss and/or expense incurred by the User and/or a third party as a result of and/or in connection with any such act or omission.
39. The Foundation is not responsible for the availability of the Services, and/or for the content, form, reliability, credibility, commercial terms and accuracy of User Content as defined above, including any responsibility for damage or violation of any intellectual property rights, including patents,



designs, copyrights, trademarks and trade secrets, in connection with User Content or in connection with any other use of Users on the Site and the Services offered and included therein.

40. The Foundation is not responsible for the opinions and/or contents and/or messages of the User, including the representations and/or any undertakings of any of the potential customers and/or sellers, for the quality of the products and/or Services offered, their price, the terms of their delivery and their compliance with requirements and standards, advertising material and information sheets related thereto, which are uploaded to the Site and/or to any other service of the Foundation and it is not responsible for the publication of the information contained therein and/or in any other service of the Foundation, including the Site. Additionally, the Foundation is not responsible for any damage and/or loss and/or expense caused to the User as a result of storage and/or use and/or operation of the Site and/or Services, including due to infringement of proprietary rights, copyrights, commercial names and marks, trade secrets, patents and designs, whether they are protected or not and/or due to a breach of privacy, including by accepting or rejecting content offered by any of the potential customers and/or sellers.
41. The Foundation does not guarantee that all the links will be intact and lead to active websites.
42. Any reliance and use of the User of any content, representation and undertaking, information, advertisement, service, product, opinion and position represented or published on the Site and/or in any of the Services is at the discretion and sole responsibility of the User.
43. If the Users, including potential buyers and sellers, communicate among themselves and/or with third parties, all the terms of their engagement will be settled directly among the Users and/or with the third parties, and the Foundation will not be a party to said engagement. The Foundation is not responsible and will bear no liability for damages and/or other claims that Users may have as a result of said engagements.
44. The User, including any potential buyers and sellers, will have no claim or demand against the Foundation regarding the nature of the information, the content, the representations and undertakings, the Services and products advertised and/or provided on the Site, their capabilities, their limitations and their suitability to the needs of the User and/or the reactions they provoke (if any) among Users, and the User hereby waives any claim and/or demand against the Foundation and/or against anyone on its behalf in this regard.
45. Publishing User Content or placing a link on the Site by the Foundation will not be interpreted as an offer to the User, as an expression of support, encouragement, agreement or sponsorship by the Foundation for content and/or services offered by others. Any reliance by the User on any content, information, advertisements, products, opinions and positions represented or published on websites to which there may be a reference as mentioned above, including information, content, opinions and positions represented or published therein, is at the sole discretion and responsibility of the User.
46. Where the Foundation tried to assist in resolving a problem and/or request of a User, voluntarily and beyond the letter of the law, said assistance will not be interpreted in any way as imposing any responsibility on the Foundation or any of its employees.
47. Under no circumstances will the Foundation and/or anyone on its behalf be held liable for direct, indirect damage, punitive damages, accidental, special or consequential damages, and/or any other damages of any kind, including, and without prejudice to the generality of the above, damages for the loss of use, loss of data or loss of profits, arising from or related in any way to the use of the



Services, for delay in use or inability to use the delivery or non-delivery of Services, or any information, representation and undertaking, software, product, service and accompanying graphics obtained through the Services, and/or arising in any other way from the use of the Services, either based on an agreement or in tort, either in strict liability, and/or for any other reason, even if the Foundation or anyone on its behalf was aware of the possibility of said damages.

Disconnection, Termination and Changes

48. The Foundation may remove content and/or websites from the Services, at its sole discretion and without notifying the Users, including by blocking and/or limiting and/or stopping the provision of the Services in circumstances in which a User has made use that may cause disruption to the Services, to other Users, or in a manner that constitutes a civil or criminal wrongdoing, or in a manner that arouses reasonable suspicion that the User is acting in breach and/or contrary to these Terms.

In addition, the Foundation may disconnect or limit or stop the provision of Services at any time, including, but not limited to, for the purpose of carrying out essential or immediate maintenance or construction operations in the systems used by it, in times of national emergency or for reasons of national security.

49. Any such block, interruption or limitation of the Services, as stated above, shall not impose any responsibility on the Foundation, and/or detract from the User's obligation to comply with these Terms at all times.

50. The Foundation may change, from time to time, the structure of the Site, its appearance, the Services on the Site, the scope and availability of the Services and any other aspect in connection therewith, without having to notify the User. The User will have no claim and/or demand against the Foundation for the implementation of such changes and/or malfunctions that will occur during their implementation.

Privacy

51. The Foundation strictly protects the privacy of its Users. With the exception of personal details provided by the Registered Users, the use of the Foundation's network is anonymous.

52. Since no system in the world is completely secure, it is recommended not to upload or transmit through the system information the disclosure of which could cause the Registered User harm.

53. Following cases of harassment as a result of the publication of phone numbers, addresses or other identifying details, it is recommended not to provide said details in the forums and personal in-boxes. The Foundation reserves the exclusive right (but is not obligated) to delete any message that appears to include such information, and all at its sole discretion.

54. It is hereby clarified that in any case where the Foundation is demanded by a competent authority, acting by virtue of legal jurisdiction to provide evidence and/or information in its possession (including IP addresses if these are in its possession), the Foundation will act in accordance with the law and provide the required information.

55. The Foundation may collect information concerning the use and usage patterns of the Site for the purpose of improving the Services it offers, targeted advertising or for other commercial needs.

56. You hereby agree and provide the Site operators your permission to use the details you provided when registering to the Site or as part of registering for any of the Services offered by the Site or



any update of these details as well as any information collected about your usage patterns (including through COOKIES) for the purpose of improving the service offered by the Site and in order to inform you about products and services (offered by the Site and by third parties) that may interest You and to send You advertisements from advertisers. The Site operators may bring the aforementioned information and advertisements to your attention through (a) delivery to your residential address; (b) sending electronic messages to the email address you provided; (c) short messages, including to your cell phone (SMS); (d) automatic dialing systems for transmitting a facsimile or recorded voice message to your mobile phone or landline.

Your consent as stated above constitutes agreement to the delivery of advertisements according to the Communications Law (Bezeq and Broadcasting) (Amendment No. 40), 5768-2008. It is clarified that despite your consent as stated above, You will be entitled to revoke said consent by sending a written notice to the Site or in the manner in which the advertisement was sent to you.

It is clarified that the Site operators are not responsible for the content of said messages or goods or Services provided through them by a third party to the Registered User and/or any third party, and you agree that the Site operators and the Site will have no liability or responsibility in connection therewith.