



THE JERUSALEM LIST

THEJERUSALEMLIST.COM

Terms and Conditions

Introduction

Welcome to 'The Jerusalem List' website located at www.thejerusalemlist.com (the "Website"). **The Jerusalem List Media Group Ltd.**, Israeli Private Limited Liability Company No. **515418861** (hereinafter "**The Jerusalem List**", "**Company**", "**we**", "**us**" or "**our**") created and maintains the Website as a service to Jerusalem based businesses and their customers, to provide listing, information, marketing and media products (photos and videos) and other services to such businesses and their customers. This page sets out the terms on which you (whether you are a Visitor and/or Registered User and/or Business Member as defined hereinafter) may use this Website and/or receive such services. You may only use this Website, provided that you fully comply with these Terms and Conditions.

The Jerusalem List may provide paid listings, advertisements or other sponsored information on the Website.

Your Acceptance of These Terms and Conditions

Please take a few minutes to carefully review these terms and conditions. By accessing and using this Website you agree that you are at least 18 years of age and to follow and be legally bound by these Terms and Conditions. By using any part of this Website or by submitting any data online to us, to our customers or to any entity that we may use to assist us with respect to this Website, you agree to follow and will be deemed to have accepted these Terms and Conditions in full. If you do not accept this legal notice in full, you must leave this Website or any microsite, subdomain or other Website address operated by us immediately and must not submit any data to us online.

Types of Users

Visitors – Users who shall only visit the Website and have access to its public content and information without going through a registration process.

Registered Users – Users who will register for free as users on the Website, using either their email or Facebook or G+ profile and who will create a password and username. Such Registered Users agree to create account profiles once signed in. In addition, such Registered Users agree to give us the information necessary for the registration process and for us to share this information further with third parties. In addition, such Registered Users agree and understand that their on-site activity and behavior will be monitored and stored by us for both our use and their use (for example and without limitation, all the different listings they have visited and/or looked at). Such Registered Users shall be able to review and rate different Jerusalem businesses, store listing info and coupons, discounts or deals in their account storage area called 'My Jerusalem List' and use other interactive features as shall be available on the Website from time to time.

Business Members – Any Registered Users who wish to elect to purchase from us our marketing, listing and other media services, can select the appropriate option in the User Account area to do so. Afterwards, he shall be charged accordingly and such a user shall be regarded as a Business Member who receives services (such as listing services, media packages, advertising or any additional features as shall be available on the Website for purchase from time to time) from The Jerusalem List, based on his personal choices and subsequent payment online. Please be aware

that The Jerusalem List may, at its sole discretion, at any time, change the services offered to such users and/or the pricing of the aforementioned and published services, without the need for any prior notice.

As a Registered User and/or a Business Member you are solely responsible for keeping your password and all other account information confidential and for all use of your username and password, including, without limitation, any use by any unauthorized third party. It is your responsibility to maintain the security of your mobile device(s) from unauthorized access.

The Jerusalem List employees will never ask for your password. If you are asked for your password, or if you believe someone may have obtained your password, you must contact us immediately.

You must provide and keep us up-to-date with accurate information, including name, address, credit card number and expiration date (where required via our secured server only). We may update your information with information your bank or credit card issuer may supply, or other information available to us.

The Jerusalem List, in its sole and absolute discretion, may terminate access to your account for any reason (including reasons related to unlawful or unauthorized usage). The Jerusalem List has no obligation to retain a record of your account or any data or information that you may have stored for your convenience by means of your account or the services.

By creating an account, you are deemed to have "opted-in" to all tracking, collection, use, and sharing of your information by us. Without limitation, you agree to receive emails from us periodically relating to your account, site services, offers, and promotions, including third-party offers. You may change your email preferences at any time in your account settings. Without limitation, you consent to The Jerusalem List's right to record any responses and ratings made by you in connection with your use of the services.

When using the services, The Jerusalem List may permit you to store data, preferences set by you, content or other information for your convenience, but The Jerusalem List is under no obligation to retain any such data, preferences, content or other information, including, without limitation, any coupon that you may have stored.

Accessing this Website

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the contents we provide on the Website without notice. We will not be liable if for any reason our Website is unavailable at any time, or for any period. We may at any time restrict access to some, or all, of the Website. You are responsible for ensuring you have made all necessary arrangements for you to have access to the Website and for ensuring that anyone who accesses the Website through your internet connection is aware of these Terms and Conditions and that they comply with them.

These Terms and Conditions May Change

We reserve the right to update or modify these Terms and Conditions at any time without prior notice. For this reason, we encourage you to review these Terms and Conditions every time you use this Website. Certain parts of this legal notice may be superseded at any time by expressly designated legal notices or other specific agreements and/or terms aimed specifically at different kinds of users. These Terms and Conditions were last revised on the 1st day of December, 2016.

Changes to this Website

We aim to update this Website regularly, and may change the Content at any time. We may suspend access to the Website, or shut it down permanently. Any of the Content may be out of date at any given time, and we are under no obligation to update the Content.

Other Parties Content

The Jerusalem List may provide access to additional third party content, such as user-generated reviews, other content submitted by users of the services, and links to third-party websites. The Jerusalem List does not, unless otherwise provided: (i) undertake any obligation to review, screen, or investigate materials or other information submitted or otherwise provided by third parties (including other users) in connection with the Services; (ii) undertake any obligation to review, screen, or investigate third parties who provide links to their websites (or the websites of other third parties) or the content of any such websites; or (iii) endorse any positions, ideas, ideologies, concepts, or opinions contained in such third-party content. The Jerusalem List is not responsible for any third party materials or other information, including whether the information is accurate or suitable or available for your use, for the performance or operation of any third party website, for any products or services advertised or sold by any third party (including on or through a third party's website), or for any other action or inaction by any third party. Your use of any such third party websites will be subject to those terms to which you and the third party agree. The Jerusalem List will have the right to delete or modify any third-party content in its sole discretion. You assume all risks arising out of or resulting from your transaction of business over the Internet, and you agree that The Jerusalem List is not responsible or liable for any loss or damage resulting from your use of third-party content, websites, or services.

If you become aware of any objectionable content on the Website (ours or of a third-party), you may contact us to report it. We shall address such requests if and to the extent we deem appropriate, seek further action, in our sole discretion.

Intellectual Property Rights and Limited License

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If you think that any of the Content on this Website infringes a copyright, trademark, patent or other right of another party, please contact us. This clause shall not derogate from your right to own your own protected IP developed independently of The Jerusalem List.

Trademark Notice

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Additionally, all of the content which appears on the Website (text and/or images and/or videos) is the sole proprietary content of The Jerusalem List (including without limitation, these Terms and Conditions and/or any other agreements and written content on the Website) and you are strictly prohibited from copying and/or using it without our prior written permission. Such an offense shall cause grave damages to the Company and shall result in immediate legal action against you in order to cease and remedy the situation.

Unsolicited Ideas and Uploading Content

We welcome your comments and feedback regarding this Website. All information and materials, including comments, ideas, questions, designs, and the like, submitted through this Website will be considered **NON-CONFIDENTIAL** and **NON-PROPRIETARY**. For this reason, we ask that you not send us any information or materials that you do not wish to assign to us, including any confidential information or any original creative materials such as product ideas, computer code, or original artwork. By submitting information or materials through this Website, you assign to us, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in the information or materials you submit. We will be entitled to use any information or materials you submit through this Website for any purpose whatsoever, without restriction and without compensating you in any way. We will be entitled to disclose your identity to any third party claiming that any material posted or submitted by you to the Website violates their intellectual property rights, or their right to privacy.

By uploading or otherwise submitting your own content in connection with your use of our services, you grant The Jerusalem List (and its affiliates, distributors, and other contractors it may designate in its discretion) a non-exclusive, worldwide, perpetual, royalty-free, non-terminable, transferable, license, with the right to sublicense

through multiple tiers, to use, distribute, reproduce, create derivative works of, publicly perform, publicly display and transmit such content for any purpose without any compensation, attribution, or other obligation to you. You agree not to submit content unless you have the right to grant this license for such content. If the content you upload is created by The Jerusalem List (such as media products etc.), then you shall be granting The Jerusalem List the sole proprietary ownership of any rights you may have in said content for no consideration and you acknowledge The Jerusalem List's sole ownership rights to any such materials created by them in order to promote and/or list your business on the Website.

Reviews that are uploaded must not be abusive and cannot be offensive, towards businesses or other users. This includes (but is not limited to) the use of profanities; threats; prejudiced comments; hate speech; and/ or, sexually explicit language.

Furthermore, detailing personal information such as full names, email addresses, mailing addresses; phone numbers; as well as bank and card details for, individual members of staff, or any other individual, is strictly prohibited.

Do not upload anything which is not yours, all content may be removed at our sole discretions, without notice to you, if we receive a complaint from the proper copyright owner.

The Jerusalem List reserves the right, but not the obligation, to refuse to post or remove any uploaded content in our sole and absolute discretion.

In addition, you represent and warrant that you will not post and/or upload any of the following:

- Any content that is unlawful, harmful, offensive, threatening, abusive, harassing, invasive of privacy or publicity rights, defamatory, libelous, vulgar, obscene, pornographic, indecent, lewd, suggestive, profane, hateful, racially, ethnically or otherwise objectionable or inappropriate material of any kind, including, but not limited to, any content that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;
- Political campaigning, chain letters, mass mailings of any kind or any form of SPAM, or reviews that contain the transmission, distribution or delivery of any unsolicited bulk or commercial e-mail;
- Assertions of unlawful conduct, including occurrences of illegal activity, malpractice, purposeful overcharging, or health code violations, or false, misleading, deceptive or fraudulent advertising, including savings claims that do not offer provable savings;
- Individual information of other users or messages soliciting the submission of, email addresses, URLs, phone numbers, postal addresses and/or other personally identifiable information;
- Any content that may infringe any patent, trademark, trade secret, publicity rights, copyright or other intellectual or proprietary right of any party;
- Any content that makes reference to or involves gambling, casinos, off-track betting, or other gambling of any form;
- Any content that involves alcohol, tobacco, controlled or illegal substances, or weaponry, or that promotes or has a connotation to any illegal activity;
- Reviews submitted by the reviewed business's owners, employees (past or present), agents, affiliates and/or competitors while not specifying such fact;

- Reviews that appear to be exclamatory or otherwise appear to be purposefully deceptive or not based on personal knowledge or experience, as determined by The Jerusalem List in its sole discretion;
- Any content that is promotional or commercial in nature, or is inappropriate or inaccurate based on the applicable subject matter, location or topic;
- Content that violates any standards or policies of The Jerusalem List as determined by us in our sole discretion;
- Content that impersonates, disguises or conceals the identity of any person or entity or otherwise misrepresents a user's affiliation with a person or entity;
- Content that is not legible, that is encrypted or that contains viruses, malware, trojan horses, worms, time bombs, cancelbots or other computer programming code or routines that are intended to interfere with, damage, erase, intercept or appropriate any system, data or personal information; and
- Content that intended to annoy, harass or anger other users, (e.g., "trolling")

We may take measures to remove such content from the business listing(s) of an advertiser or business who has decided to "opt-out" of the addition of supplemental material to its business listing(s).

If you see objectionable content in the course of your use of the Website, you may report such content to us by contacting The Jerusalem List customer service or through any other applicable reporting means as provided through the Website. The Jerusalem List reserves the right to address such requests in any manner in its sole discretion.

Website Privacy

The confidentiality of your information is of paramount concern to us. All Users are requested not to send confidential information, such as personal information or credit card numbers, to us by email, but rather to use the secured server on the Website. You are not obligated under law to provide us with any personal information if you do not wish to use the Website.

If you do wish to register as a Registered User and/or Business Member, please be aware that we will collect and further use all or any of the information you provide to us for our purposes and may share this information with others. You hereby fully consent to us collecting, using and sharing your information as we see fit to further promote The Jerusalem List and our activities.

Global Availability

Unless otherwise specified, the materials on this Website are directed solely at those who access this Website from the State of Israel. Please be aware that different countries around the world have different laws and regulatory requirements. This Website contains references or cross-references to businesses, programs and services that may not be available or announced in your country. These references do not imply that we intend to promote such businesses, programs or services in your country. We make no representation that any information, product or service referred to in the materials on this Website are appropriate for use, or available, in other locations. Those who access this Website from other locations are responsible for compliance with local laws if and to the extent local laws are applicable. Contact us if you have any further questions in this regard.

Disclaimer of Warranties

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- All conditions, warranties and other terms, express, implied or statutory; and
- Access to the materials may not be legal by certain persons or in certain countries. If you access the Website outside of the State of Israel, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Limitation of Liabilities

Your use of this Website is at your sole risk. To the extent authorized by law, The Jerusalem List, its affiliates, their customers, and any of their respective directors, officers, employees, consultants or agents hereby expressly exclude any liability for any direct, indirect or consequential losses or damages arising out of or in connection with your use of or inability to use this Website or your reliance on any information provided on this Website, including:

- loss or corruption of data;
- loss of income or revenue;
- loss of contracts or profits;
- loss of goodwill; and
- wasted management or office time,

whether the alleged liability is based on contract, negligence, tort, breach of confidence, even if foreseeable, provided that nothing herein shall prevent claims for loss of or damage to your tangible property, or any claims other claims for direct financial loss not expressly excluded above.

Indemnification

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted or submitted by any user to this Website. You agree to defend, indemnify, and hold harmless The Jerusalem List, its affiliates, its customers and/or other users, or any of their officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation, reasonable legal and accounting fees, resulting from your use of any feature that allows you to upload or submit any materials to this Website.

Governing Law and Jurisdiction

This Website is controlled and operated by us from our offices within the State of Israel, or by our representatives, or our affiliates. These Terms and Conditions and any claim or dispute arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), or the use of this Website, shall be governed by and construed in accordance with the laws of the State of Israel. By using this Website, you submit to the exclusive jurisdiction of the competent courts of Jerusalem, Israel in relation to any action arising out of or relating to a visit to this Website, these Terms and Conditions or your use of this Website.

Viruses, Hacking and other Offences

You must not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to this Website, to the server in which it is stored, or to any server, computer or database connected to it. You must not attack this Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under relevant criminal laws. We will report any such breach to the relevant authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this Website will immediately cease.

All users hereby agree and undertake to behave appropriately and upload appropriate material to the Website, including, without limitation, to not upload any material that may support any acts of terror or pornographic activities. The Jerusalem List shall have the final discretion on all listings and material posted to the Website and can remove listings or content without giving any prior notice to users. In such an event of removal of content due to the offence described herein, no refund shall be granted to such Business Members who violated this section.

Third-Party Information and Websites

Material appearing on this Website may include advertising or other material submitted by parties other than us, such as Business Members and any other third parties. And this Website may provide links to other Websites operated by third parties. Such advertising, materials and links are provided for your information only. It is the responsibility of third parties to ensure that such material and such Websites comply with all relevant laws and regulations, both in Israel, the United States, the E.U. and the country you are accessing this Website from, and elsewhere. To the full extent permissible by law, we disclaim all responsibility for any error, omission, or inaccuracy in such material or failure to comply with the relevant laws or regulations and accept no liability for any loss or damage that may arise from your use of such material.

Severability and No Waiver

If any provision of these Terms and Conditions is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms and Conditions shall remain in full force and effect. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term.

Entire Terms and Conditions

These Terms and Conditions entirely regulate your access to and/or use of this Website and the Content and shall not be modified except by us as provided herein. We may assign our rights and duties under these Terms and Conditions to any party at any time without notice to or approval by you.