

**TERMS AND CONDITIONS OF USE FOR
THE “YITZCHAK RABIN CENTER FOR ISRAELI STUDIES” WEBSITE**

The Yitzchak Rabin Center for Israeli Studies (hereinafter: the “**Center**”) welcomes the users of its internet website (hereinafter: the “**Site**”). The Site is managed and operated by the Center and its provides its users a wide range of services, including the ability to review materials in the Center’s archives, making educational materials available for review for the wide audience, the ability to order admission tickets to the Center’s facilities, events and different activities that are held in the Center and its facilities (including the Center’s museum, commemoration activities, museum activities, education and explanation activities, alternating exhibitions, cultural activities and plays, etc.) (the “**Tickets**”, the “**Center’s Facilities**” and the “**Activities**”, respectively).

1. **General:**

- 1.1. Using the Site and executing activities therein shall be subject to the conditions specified in these Terms. Please read these Terms carefully since using the Site and executing activities therein attests to your consent to the terms contained in these Terms and Conditions of Use.
- 1.2. These Terms shall be applicable to the use of the Site and the contents contained therein through any computer or communications device (for example, a cellular phone, various types of tablet computers, etc.). In addition, it is also applicable to the use on the Site, through the internet or any other system or other means of communications.
- 1.3. The articulated in these Terms and Conditions of Use equally relates to members of both sexes, and use of the masculine language is for convenience purposes only.
- 1.4. Implementing an order for Tickets through the Site (as described below) will be permitted for legally competent individuals over the age of 18 only. A minor under the age of 18 requesting to implement an order for Tickets through the Site must receive parental consent of consent from his guardian.
- 1.5. The Tickets offered for order through the Site, are offered by the Center and/or entities with which the Center collaborates.
- 1.6. Users of the Site are requested to read all of the details relating to the Tickets offered to be ordered on the Site, in order to ensure the compatibility for their needs and demands. It is clarified that that for the avoidance of doubt, the Center will not bear any liability in the case of any inconsistency, due to any reason whatsoever.
- 1.7. The Center reserves the right to update the Terms and Conditions of Use, from time to time, according to its discretion and without the need to provide any notice whatsoever. The aforementioned modification will be valid from the moment it is published on the Site.

2. **Using the Site:**

- 2.1. Using the Site and reviewing thereof does not require registration and it is open to each and every user.

- 2.2. The users of the Site are permitted to sign up to the Center's mailing list and benefit from receiving direct mail from the Site (marketing e-mail), which includes, *inter alia*, receiving the Center's newsletters, receiving information regarding activities held at the Center and its Facilities, receiving educational materials, etc. (the "**Mailing List**" and the "**Center's Advertisements**", respectively).
- 2.3. Signing up to the aforementioned Mailing List constitutes consent on the part of the users for the delivery of the "Center's Advertisements" in accordance with the provisions of the Communications Law (Bezeq and Broadcasting) (Amendment No. 40), 5768 – 2008 (the "**Communications Law**").
- 2.4. It is hereby clarified that any user registered on the Mailing List has the option of removing himself from the list at any time by contacting the Center by e-mail at: info@rabincenter.org.il or through replying to the e-mail through which the Center's Advertisements were sent. Insofar as the user did not remove himself from the aforementioned Mailing List, the Center is permitted, subject to the Communications Law to send to the user direct mail and the aforementioned Mailing List.
- 2.5. The Center shall be permitted to prevent any user from using the Site and/or cancel his registration to the Mailing List of the Site, according to its absolute discretion. Without derogating from the aforementioned, the Center is permitted to cancel the registration of any of its users from the Mailing List or prevent his access to the Site, in any of the following events:
 - If the Site was used to execute or attempt to execute any unlawful act according to the laws of the State of Israel. or any act which appears to be illegal, as aforementioned, or in order to permit, ease, assist or encourage the execution of such an act;
 - A breach of these Terms of Use.

3. **Tickets Offered for Purchase through the Site:**

- 3.1. Tickets offered for purchase through the Site are admission tickets to the Center's Facilities and the activities that take place at the Center and its Facilities, as they shall take place from time to time.
- 3.2. The manner in which the activities will be presented on the Site shall be according to the Center's exclusive discretion. It is hereby clarified that in addition to the articulated in these general Terms and Conditions, all the pictures offered on the Site are for purposes of illustration only.
- 3.3. All of the photographs and /or sketches of the Center's Facilities that appear on the Site, should they appear, were designed solely for purposes of illustration and they shall not bind the Center. It is hereby expressly clarified that there may be changes and/or inaccuracies whose source are in the production needs which are not in the Center's control and/ or

graphical, technical problems use of computer screens at different resolutions, use of different software, etc. The photographs and/or sketches of the Center's Facilities, as aforementioned, are not and will not constitute the Center's representations before the order and purchase of the Tickets and the Center will not be liable for any mistakes in the texts and/or errors in the description of this or any other Facility.

- 3.4. Insofar as not otherwise stated, ordering the Tickets through the Site does not include any guarantee from the part of the Center to any marked or reserved seating. For this matter, it is hereby clarified that the seating arrangements for activities held by the Center and its Facilities are according to a first come, first serve basis and on the basis of available spaces at the very same moment in the auditorium, as the case may be.
- 3.5. In the event that there is a contradiction with the specified on the Site and the specified in any other advertisement in connection with the all or some of the activities, the latter provisions will always prevail, provided that the later provision was published by the Center or anyone on its behalf, including the producers and/or organizers of the activities regarding the existing advertisement.

4. **Executing an Order through the Site and Gathering the Orders:**

- 4.1. Ordering Tickets through the Site does not require registering to the Site and it is an option for all users. Notwithstanding the aforementioned, when implementing an order on the Site, the customer will be requested to provide personal details, for example: first name, last name, identification number, telephone, address, date of birth and an active e-mail address. Providing partial or incorrect details may prevent the possibility of implementing purchases and orders through the Site and thwart the possibility of contacting you if necessary.
- 4.2. The information provided when executing an order through the Site, as aforementioned in section 4.1 above, and details about the type of credit card used to execute the order, the validity of the credit card and the last 4 digits of the aforementioned, will be stored in a database owned by the Center. It is hereby clarified that there is no requirement according to the law to provide the aforementioned details, however if they are not provided it will not be possible to execute the order through the Site.
- 4.3. The Center will not use the details provided, except in accordance with the Site's Privacy Policy which constitutes an integral and inseparable part of these Terms and Conditions of Use.
- 4.4. When executing an order through the Site, the customer will be given the option to agree and confirm signing up to the Center's Mailing List and receiving the Center's Advertisements which they send, and the provisions of section 2.3 and 2.4 above shall apply.
- 4.5. The payment with respect to ordering the Tickets will be executed through a credit card owned by the customer whose details are identical to the information he provided to the Center when he executed the purchase and the order.

- 4.6. Notwithstanding the aforementioned, the Center reserves the right to arrange other payment arrangements for customers, all in accordance with its absolute discretion.
- 4.7. Ordering Tickets through the Site was designed for personal use only and not for commercial use, and therefore, the Center will be permitted, but not obligated, to restrict the quantity of Tickets that a customer can order on one credit card and/or a single entry to the Site, when the aforementioned restriction will be solely according to the Center's absolute discretion.
- 4.8. The Center reserves the right not to honor and/or cancel an order within 48 hours from the execution date, if according to its humble opinion and its absolute discretion, the order was executed in contrast to these Terms and Conditions of Use, as shall be in effect from time to time, and/or by mistake and/or through an attempt to circumvent any provisions of these Terms and Conditions of Use, and the customer will not have any claim and/or demand and/or suit in connection thereto. Any decision with respect to the cancellation will be provided to the customer through the information he provided when executing the order.
- 4.9. The prerequisite condition for ordering Tickets are as follows:
 - 4.9.1. Completing the review of verifying the identifying details and the details and validity of the credit card provided by the customer;
 - 4.9.2. Receiving confirmation from the credit card company to execute the transaction. A notice of receipt and confirmation of the order by the Center will be sent through an e-mail notice to the e-mail provided by the customer during the execution of the purchase and order, within 3 business days from the from the execution of the order (the "**Confirmation of the Order**"). If an order was not confirmed by a return e-mail from the Center, as aforementioned, it will not bind the Center and the customer will contact the Center's reservations department by telephone at telephone number: *4585 (the "**Reservations Department**").
- 4.10. In order for the Center to provide the Confirmation of the Order, as aforementioned, the order executed by the customer must be received and reserved by the Site in a proper and organized fashion, when it includes all of the necessary details for the order and for the purposes of charging the customer. There may be different reason which may cause failures and disruptions in reserving the order. If the customer will receive a notice during the execution of the order and/or after the order was executed, concerning the content of any incorrect details and/or notice concerning any failure that transpired in the system when the order was being reserved, the customer must contact the Reservations Department.
- 4.11. Any customer who purchased a Ticket is permitted to collect his Ticket according to the manner specified in section 4.15 below. After presenting the Ticket at the designated place for such at the Center and/or its Facilities, the Ticket holder will be permitted to enter the Center's Facilities indicated on the back of the Ticket and/or view and participate in the Activities (as the case may be). The customer's aforementioned right is subject to the articulated in these Terms and Conditions of Use and any provisions that appear in any venue of the Activities, the Center's Facilities and on the back of the Tickets. The customer

must check before he arrives to the Center's Facilities, the applicable restrictions in these Terms and Conditions of Use and on the back of the Tickets. The Center shall not bear any liability with respect to any restriction the customer only learned of when arriving at the Center's Facilities, or when receiving the Ticket at the Center's box office (as described below). Notwithstanding the aforementioned, it is hereby clarified that entering the Center's museum will consist of groups of up to 20 visitors, about every 15 minutes. Any customer who purchases a Ticket in the Center's museum must select in his order the time and date he intends to visit the Center's museum, in accordance with the availability of the visiting time slots on the Site. Visiting the Site will be in accordance with the time and place selected by the customer only, and the Center will not be required to enter a customer who was late and/or who did not appear on the aforementioned date, all in accordance with the provisions of section 4.16 below.

- 4.12. Individuals that are disabled and handicapped whose entry into the Center's Facilities and/or the manner and way they will be seated requires coordination in advance with the Center, for example, in the case where accessible seating is required, are requested to contact the Reservations Department at the end of the execution of the order in order to coordinate this.
- 4.13. It is strictly forbidden to bring food (in any shape whatsoever) or canned drinks, plastic bottles, glass bottles, containers that are operated by any gas (spray) into the Center's Facilities, including the area of the Center's museum, the main conference room and classrooms operated in the Center. In addition, it is strictly forbidden to bring in any firearms (hot or cold, including a knife and/or pocketknife) into the Center's museum and the Center's conference rooms and there is no possibility of storing them anywhere at the site. In addition, entry into the Center and its Facilities (including the Center's museum and/or the Center's conference rooms) will not be permitted with large bags and other possessions, and the Center will provide services for storing personal belongings in the framework of which visitors will be able to place their bags, coats, umbrellas, etc. (except for placing firearms of any kind, whose placement in any event will not be permitted, as aforementioned), and placing items such as bags or other large items will be required. For this purpose, it is hereby clarified that the Center is not responsible for any damage and/or loss for the items stored, as aforementioned, and accordingly it is recommended that visitors do not store valuable possessions.

It is strictly forbidden to enter stills and/or video cameras to the Center and its Facilities, and it is strictly forbidden to photograph in the Center's museum, unless subject of receiving the Center's prior written approval, which is contingent upon receiving a detailed explanation from the Center concerning the rules permitting photography and a prior, written undertaking by the applicant that he will not use the photographs in contrast to the Center's policies and/or in a manner which harms any copyrights, in accordance with the form that will be approved by the Center.

- 4.14. The Center reserves the right to remove any viewer and/or visitor who disrupts the proper order and/or acts violently, and in the event that the Center or anyone on its behalf will make use of this right, as aforementioned, the customer/ viewer/ visitor will not be entitled

to any monetary refund whatsoever and will not be able to lodge any claims or suits against the Center.

4.15. Tickets that will be ordered through the Site will be picked up by the customer at the Center's box office only. Picking up the Tickets will be permitted on the visiting day at the Center and/or its Facilities, up until 20 minutes before the Activities begin and/or before the effective date in the Confirmation of the Order. When picking up the Tickets, the customer will be requested to present the credit card through which he executed the order and an identification card. For the avoidance of doubt, Tickets purchased through the Site will not be provided without presenting the Confirmation of the Order, the credit card through which the order was executed and an official identification card (identification card or driver's license) which bears a picture, but it will not be sufficient in cancelling the order and the customer will be charged the full amount for the transaction.

4.16. If the doors will be closed after Activities commenced and/or in event of a tardy arrival to the Center's Facilities with respect to the visiting hour that was ordered, late entry is not guaranteed and there will be no monetary refund and/or compensation for the Tickets ordered.

5. **Prices Presented on the Site:**

5.1. The prices that appear on the Site with respect to all Activities are the updated prices of the Tickets. The Center is permitted from time to time to update the prices of the Tickets offered to be ordered through the Site, without any connection to the execution date of the order through the Site, and without having to provide any notification. Without derogating from the aforementioned, the Center reserves the right to collect handling fees and commissions sales in the amount permitted according to any applicable law.

5.2. The Center is permitted to offer to its members registered with the Center's Mailing List different sales and discounts regarding the Center's Activities. The Center is permitted to offer the aforementioned sales and discounts through the Site, change or end them at any time, all according to its absolute discretion.

6. **Policy for Cancelling Orders:**

6.1. It is possible to cancel an order of Tickets made through the Site within 14 days from the execution date of the transaction and not later than 7 business days before the Activities, all subject to the provisions of the Consumer Protection Law, 5741 – 1981 (the “**Consumer Protection Law**”) and the provisions of the Consumer Protection Regulations (Cancelling a Transaction), 5770 – 2010 (the “**Regulations**”), as will be in effect from time to time.

6.2. On the cancellation date of the order by the customer, the credit card through which the order was executed will be credited with the order fees, and the Center reserves the right to deduct a total equal to 5% from the value of the transaction, or 100 Shekels, whichever is lower, all subject to the provisions of the Consumer Protection Law and the Regulations, as shall be in effect from time to time.

- 6.3. Any request to change the date and/or time of the visit and/or show by the customer, shall be considered a request to cancel the original order and open a new order.
- 6.4. If the Activities will be cancelled, the customer will be entitled to a full refund of the amount he paid. The account of a customer, who did not yet pick up his Tickets, will be credited for the entire transaction amount through the credit card company through which the transaction was executed only. If the Activities were postponed to a new date or were transferred to another facility, or if there was a change in the structure of the facility in which the event was supposed to take place (for example, a change to the space of the Center where the Activities were supposed to take place) then the Ticket will be valid for the new date and/or new facility and/or new structure of the facility, as the case may be, and the customer may use it or cancel his order within 7 days from the date the Center notified him of the aforementioned change, or until the date of the show, whichever is earlier, and receive a full refund from the Center.

7. **The Center's Archives:**

- 7.1. As part of the services offered to the public use of the Site, the Center will make available to its users the possibility of reviewing some of the documents, printed materials, pictures, recordings, data, film – strips, posters and any other materials in the Center's archives, regarding the history, policies, society, culture, economy and security of the State of Israel, while placing an emphasis on the visions, deeds, and legacy (the “**Materials**” and the “**Archives**”, respectively).
- 7.2. Searching Materials in the Archives will be conducted through the online search engine on the page designated for such on the Site that is operated by the Center.
- 7.3. It is hereby clarified that the Materials in the Archives are solely for review and the provisions of section 11 below will apply. Any use of the Materials in the Archives which contradict the provisions of this section 7.3 will be subject to the receipt of the Center's prior written approval.

8. **The Center's Liability**

- 8.1. Ordering a Ticket through the Site will be done between the customer and the Center.
- 8.2. The Center's liability for Tickets offered for sale through the Site is limited to the cost of the customer's Ticket only.
- 8.3. The use of the Site will be the full and absolute responsibility of every user and individual ordering Tickets.
- 8.4. Nothing contained in the information appearing on the Site shall be deemed as any guarantee for any result and/or responsibility for any Activities taking place. The Center will not be liable for any direct or indirect damages that may be caused to any user and/or customer as a result of the reliance upon the information appearing on the Site and/or links

to other sites and/or the source of any other internal and/or external information and/or use of the Ticket offered for sale.

- 8.5. Information and representations about Tickets and Activities presented on the Site, include, *inter alia*, its source and the entities the Center collaborates with. Therefore, all the content with respect to the Activities presented by the aforementioned entities are the sole responsibility of these entities and the Center shall not bear any liability with respect to information of this kind, and the Center is not a guarantor of the level of accuracy of this information.
- 8.6. It is hereby clarified that in no event will the Center and/or any related entity and/or its employees and/or anyone on its behalf, bear any liability for any direct, indirect damages, loss, anguish, punitive damages fee, incidental, special and consequential damages and/or any other expense of any kind and nature caused to the users, including and without derogating from the generality of the foregoing, damages with respect to the loss of use, loss of information or loss of profits, arising from or relating to in any matter with respect to the order, supply, failure to supply the Tickets or any ancillary information, Materials, software, product, services and graphics obtained through the Site and the Archives and/or arising in any other manner from the use of the Site and the Archive, irrespective of whether it is based upon an agreement, torts absolute liability and/or any other cause of action, even if the Center learned of the possibility of the compensation for damages, as aforementioned.
- 8.7. It is hereby expressly clarified that the law concerning Tickets shall be similar to the laws of unidentified monetary bills, and therefore the loss of the Ticket and/or its destruction and/or any act or omission with respect to which the Ticket that was ordered and provided to the customer cannot be used, shall be the sole responsibility of the customer and it will not be possible to reissue it and/or provide the customer with an alternate Ticket, except under special circumstances.
- 8.8. The Center is requesting to clarify that even though it uses its best efforts to make sure that the information on the Site will be current and precise, insofar as possible, the Site is not free of any inaccuracies or mistakes. Use of the Site and the information appearing therein, on all its facers, including the Archive Materials [note: as defined above] and reliance upon the aforementioned information and Materials, are consequently done solely through the users' responsibility.
- 8.9. The Center in no event will be liable for damages caused to the Site's users who contacted entities the Center collaborates with for ordering Tickets through the Site.
- 8.10. Nothing contained in presenting the information, figures, materials and pictures on the Site shall constitute the expression of any point of view and/or opinion and/or recommendation concerning the Activities presented on the Site and/or with respect to its program.
- 8.11. The Center recommends customers and user of the Site to act as sensible and cautious consumers, to carefully read the information presented on the Site, including the

information with respect to the Tickets, the Activities, the Center's Facilities, their description and computability.

- 8.12. The Site in its entirety, including the information, materials and content appearing therein are provided to the public for use AS IS, and will be correct and accurate, insofar as possible. It is not possible to adapt it to the needs of every person. The user will not have any claim, suit or demand against the Center and/or entities with which the Center collaborates with regarding the characteristics of the content, their abilities, restrictions and/or adjustment for their needs. In addition, no claim by any user shall be heard in connection with the nature of the materials that appear on the Site, including in connection with the Materials included in the Archives and which are made available for review by the Center on the Center's Site.

9. **Use of the Site:**

- 9.1. Do not activate or permit the activation of any computer application or through any other means, including software such as Crawlers, Robots, etc., in order to search, scan, copy or automatically retrieve content from the Site. This shall also include a restriction on creating or using the aforementioned measures in order to create a collection, compilation or database that will include content from the Site.
- 9.2. Do not present content from the Site in any manner whatsoever – including through any software, device, accessory or communications protocol which change their design of the Site or omit any content, specifically commercial advertisements and content.
- 9.3. The Center will not bear any liability for any damages caused as a result of any link to the content from the Site and any presentation or advertisement of the contents, as aforementioned in any other manner whatsoever. Full and exclusive liability for any link, presentation or advertisement of the contents, will be solely borne by the individual implementing the link.
- 9.4. The user will indemnify and hold harmless the Center, its employees, officers or anyone on its behalf with respect to any damage, loss, loss of profit, payment or expense caused to them, including attorneys' fees and court expenses as a result of the breach of the Terms of Use. In addition, the user will indemnify the Center, its employees, directors or anyone on its behalf with respect to any claim, suit and/or demand raised against them by any third party as a result of the contents he provided for advertisement on the Site as a result of the links he implemented for the Site.

10. **Changes to the Site, Failures and Ceasing the Service:**

- 10.1. Without derogating from the aforementioned, the Center can from time to time change the structure of the Site and/or its look and/or the design of the Site, the scope and availability of the services on the Site, be permitted to collect payment for these or contents and services, according to its discretion. In addition, the Center will be permitted to change any other aspect incorporated in the Site, and will not be required to provide any prior notice in this regard.

- 10.2. The aforementioned changes will be executed, *inter alia*, when taking into consideration the dynamic nature of the internet and technological and other changes that occur. Naturally, these types of changes may involve failures and/or may initially give rise to discomfort, etc. the users of the Site will not have any claim, suit and/or demand against the Center with respect to the execution of the aforementioned changes and/or failures that will take place as a result of their performance.
- 10.3. The Center does not undertake that the Site's services, including the services to order Tickets, as aforementioned, shall not be disturbed, will be routinely provided or without any interruptions, shall be performed safely and free of mistakes, and will be resistant from any unauthorized access to the Center's computers or from damages, breakdowns, failures or faults – all in the hardware, software and communication lines and systems with the Center or any of its suppliers.

11. **Intellectual Property**

- 11.1. Any and all content that appears on the Site, including, texts, pictures, graphic files, figures, audio files (voice files), video files, and any other content appearing on the Site are protected in accordance with the copyright and intellectual property laws. It is hereby clarified that all of the copyrights and intellectual property are solely owned by the Center, or may be proprietary to a third party who permitted the Center to use these contents according to any applicable law.
- 11.2. Do not copy, distribute, publically present, execute in public, transfer to the public, modify, process, create any derivative works, sell or lease any part of the aforementioned, whether directly or through or in collaboration with any third party, through any method or measure, whether electronically, mechanically, optically, photographic or recording measures, or through any other measure and method, without receiving the proper written consent from the Center or the other right holders, as the case may be, subject to the terms of consent (to the extent that it will be provided) and according to any applicable law.
- 11.3. If and insofar as to the extent that the aforementioned consent was provided, please abstain from removing, deleting or disrupting any notice or mark regarding intellectual property rights, for example – use of the copyright mark ©, or a registered trademark ®, which accompany the contents that are being used.
- 11.4. Trademarks, photographs, pictures, contents and print advertisements of entities that the Center collaborates with, are solely proprietary to these entities. Do not use any of the aforementioned without receiving the prior written consent of each entity (as the case may be).
- 11.5. Without derogating from the generality of the foregoing, it is hereby clarified that in the event that any of the provisions set forth in this section 11 above, the breaching user will be required to indemnify the Center as it is described in section 9.4 above.

12. **Jurisdiction**

12.1. Solely the laws of the State of Israel shall be applicable to these Terms and Conditions of Use, however, the international choice of law provisions prescribed therein shall not apply.

12.2. The courts in Tel Aviv – Jaffa shall have exclusive jurisdiction on any matter arising from and/or relating to these Terms and Conditions of Use.

13. **Privacy Policy**

13.1. The Centers respects the privacy of the Site's users. The updated Privacy Policy for the Site appears at all times at this links and constitutes an integral and inseparable part of these Terms.

13.2. Since the Privacy Policy is subject to change from time to time, it is recommended that you go back and review the Privacy Policy document from time to time.

14. **Contact Us:**

The Center strictly fulfills and complies with the provisions of the law and respects Site's users' rights of privacy and their goodwill. If you believe that any offensive content was published on the Site by any person, please contact us at the details below and we will try to handle your inquiry as soon as possible. Inquiries, as aforementioned, can be sent in the following manner:

By mail: 77 Shderot Rokach, Tel Aviv, P.O. Box 17538

Fax: 03-7453355

E-mail: info@rabincenter.org.il