

Terms and Conditions of Use for the "Yitzhak Rabin Israel Research Center" Website

The Yitzhak Rabin Israel Research Center ("**the Center**") welcomes visitors to its website ("**the Website**"). The website, managed and operated by the Center, offers its visitors a wide variety of services, including the ability to reference materials from the Center's archive, present educational material for review by the public, purchase tickets for entering the Center and its various facilities, activities, and events conducted at the Center and its locations (including the Center's museum, commemorative, museum, educational and advocacy activities, rotating exhibitions, cultural activities, plays, and the like) ("**the Tickets**," "**the Center's Facilities**" and "**the Activities**," respectively.)

1. General:

- 1.1. Browsing the website and carrying out actions are subject to the stipulated and detailed terms and conditions. Please read carefully since the browsing and actions indicate your consent to that detailed in these Terms and Conditions of Use.
- 1.2. These terms apply to the use of the website, and the content included within through any computer or other communications device (e.g., a mobile telephone, various tablet computers, and the like.) Furthermore, they apply to the use of the website, whether viewing the Internet, any network, or other means of communication.
- 1.3. That mentioned in these Terms and Conditions of Use relates equally to the two genders, and the use of the masculine form is solely for convenience.
- 1.4. The online reservation of tickets through the website (as described below) shall be permitted solely to those individuals bearing legal capacity above 18 years old. A minor under the age of 18 requesting to reserve tickets on the website shall be obligated to attain the consent of his parent or guardian.
- 1.5. The tickets offered for reservation on the website are offered by the Center and/or bodies that collaborate with the Center.
- 1.6. Individuals browsing the website are requested to read all the details pertaining to the tickets offered for online purchasing to verify compatibility with their needs and requirements. It is clarified to dispel doubt that the Center shall not bear any responsibility for incompatibility.
- 1.7. The Center reserves the right to update these Terms and Conditions of Use, at its discretion, without any need for conveying any notification whatsoever. The validity of the said change from its publication on the website.

2. Browsing the Website:

- 2.1. The website's browsing and referencing do not require registration and are open to any visitor.
- 2.2. The website's visitors are entitled to join the distribution list of the Center and enjoy receiving direct mailings from the website (marketing mail), including *inter-alia*, receipt of the Center's newsletter, promotional information regarding activities conducted at the Center and its facilities, educational materials and the like ("**the Distribution List**" and "**Center Publications**," respectively.

- 2.3. Joining the distribution list as stated constitutes consent on the part of the visitors to the delivery of "Advertising Materials" according to the provisions of the Communications Law (Bezeq and Broadcasts) (Amendment No. 40) 5708-2008 ("the Communications Law.")
- 2.4. It is clarified that any visitor registered to the distribution list can remove himself from it at any time by contacting the Center via its email at <u>info@rabinCenter.org.il</u> or via a return email to the email from which the Center's advertisement was dispatched. As long as the said visitor has not removed himself from the distribution list mentioned above, the Center is entitled, subject to the Communications Law, to dispatch direct mailings and the Center's advertisements to the visitor.
- 2.5. The Center is entitled to prevent any visitor's use of the website and/or cancel his registration in the website's distribution list at its sole and absolute discretion. Without detracting from that mentioned above, the Center is entitled to cancel the registration of any of the website's visitors from the distribution list or block his access to the website in each of the following circumstances:
 - In the case that the website was used to commit or attempt to commit an illegal act under Israeli law, or an act perceived by him to be an illegal act as stated above or to allow, facilitate, assist or encourage the performance of such an action;
 - If these terms of use are violated or infringed

3. The Tickets Offered for Online Purchase:

- **3.1.** The tickets offered for purchase on the website are for admission to the Center's facilities and activities held at the Center and its facilities, as shall be conducted from time to time.
- **3.2.** How activities on the website are presented is at the sole and exclusive discretion of the Center. It shall be clarified that in addition to the mentioned in the general terms and regulations, all the proposed photographs on the website are solely for illustrative purposes.
- **3.3.** All facility photographs and/or diagrams of the Center that appear on the website are intended solely for illustrative purposes and shall not obligate the Center. It is explicitly clarified that there may be changes and/or inaccuracies that originate from production needs beyond the control of the Center and/or graphic or technical issues, the use of computer screens of varying resolutions, the use of different software, and the like. The photographs and/or diagrams mentioned above of the Center's facilities do and shall not constitute a representation of the Center before reserving and purchasing the tickets. The Center is and shall not be responsible for errors of any kind that shall appear on the website, including errors in wording and/or in the description of this or another facility.
- **3.4.** Unless stated otherwise, reserving tickets through the website does not guarantee any marked or reserved seating from the Center. Specifically in this regard, it is clarified that the seating order in activities organized by the Center and at its facilities is on a first-come, first-served basis, per the space available at that moment, in the hall, as relevant and appropriate.
- **3.5.** Should a contradiction be discovered between that stated on the website and in any other publication in connection with the activities, or any of them, the last instruction shall prevail, and as long as the last instruction was advertised by the Center or on its behalf

and included the producers and/or organizers of the activity for which the advertisement exists.

4. Executing a Reservation on the Website and Collecting the Reserved Tickets:

- 4.1. Reserving tickets online through the website does not require prior registration and is available to all website visitors. Notwithstanding those mentioned above, when placing a reservation on the website, the guest shall be asked to provide personal details such as first and last name, ID number, telephone, residential address, date of birth, and an active email address. Providing partial or incorrect details may inhibit or even prevent the possibility of placing reservations and making purchases on the website and thwart efforts to make contact, if necessary.
- 4.2. The data that shall be conveyed when placing a reservation on the website as stated in Section 4.1 above, and details concerning the type of credit card used to place the reservation, the validation date of the credit card, and the last four (4) numbers of the said credit card, shall be saved in the database owned by the Center. It is clarified that there is no legal obligation to convey the said data; however, no online reservation on the website shall be placed without its conveyance.
- 4.3. The Center shall refrain from using the details conveyed, except according to the website's Privacy Policy, which constitutes an inseparable part of these Terms and Conditions of Use.
- 4.4. When making a reservation, the guest shall be allowed to agree and confirm his joining the distribution list of the Center and the receipt of Center publications that it sends, and the provisions of Sections 2.3 and 2.4 shall apply.
- 4.5. The ticket reservation payment shall be executed via a credit card belonging to the guest. The identity details match the data conveyed to the Center during the reservation placement and the purchase.
- 4.6. Despite those mentioned above, the Center retains the right to determine other payment arrangements for guests and its sole discretion.
- 4.7. The placement of a ticket reservation via the website is intended solely for personal and not in any way for commercial use. Therefore, the Center shall be entitled, but not obligated, to limit the number of tickets that can be reserved and purchased on one credit card and/or every single admission onto the website when the said limitation shall be at the Center's sole discretion.
- 4.8. The Center retains the right not to honor and/or cancel a reservation within and up to forty-eight (48) hours from the time of its placement if, in its humble opinion and sole discretion, the reservation was placed in contradiction to these Terms and Conditions of Use, as shall be from time to time, and/or erroneously and/or in an attempt to circumvent a provision of the provisions of these Terms and Conditions of Use, without the guest having any claim and/or demand and/or suit in the said respect. Any decision regarding cancellation shall be conveyed to the guest through the details conveyed upon the reservation's placement.
- 4.9. The prerequisites for reserving tickets are the following:
 - 4.9.1.Completion of the verification of identifying details and the details and validity of the credit card conveyed by the guest;
 - 4.9.2. Receipt of the credit card's approval to carry out the transaction. Notification of affirmation and approval of the reservation by the Center shall be delivered by email to the email address given by the guest upon placement of the reservation and purchase

within three (3) business days from the date of the reservation's placement ("**the Reservation's Confirmation**.") A reservation not confirmed by a return email by the Center as mentioned above, shall not obligate the Center, and the guest shall be required to contact the Center's Ticket Reservations Department immediately by telephone, by calling *4585 ("**the Reservations Department."**)

- 4.10. For the Center to provide the reservation confirmation as mentioned above, the reservation placed by the guest must be received and affirmed on the website properly and organized when it contains all the required information and details for the guest's reservation and billing. Various reasons are liable to cause malfunctions and disruptions in affirming the reservation. Should the guest receive notification during and/or after the reservation's placement regarding erroneous content in the reservation's details and/or notification concerning a mishap that occurred in the system during the reservation's affirmation, the guest must contact the Reservations Department.
- 4.11. Any guest who has purchased a ticket shall be eligible to collect his ticket in the manner described in Section 4.15 below. After presenting the ticket at the designated location at the Center and/or its facilities, the ticket holder shall be entitled to enter the Center's facilities noted on the ticket and/or view and participate in activities (as appropriate.) It is the guest's right as stated subject to that said in the Terms and Conditions of Use and the provisions appearing in the activity's location, the Center's facilities, and the tickets. Before arriving at the Center's facilities, the guest shall examine the applicable limitations and restrictions in these Terms and Conditions of Use and on the ticket. The Center shall not bear any responsibility for any prohibition to which the guest has become aware only upon his arrival at the Center's facilities or upon receipt of the ticket at the Center's Ticket Office (as shall be described below.) Despite the mentioned above, it is clarified that admission to the Center's Museum is done in groups of up to approximately twenty (20) visitors every fifteen (15) minutes. Every guest purchasing a ticket to the Center's Museum shall select in his reservation the time and date on which he intends to visit the Center's Museum, pursuant to the availability of the visiting hours on the website. The visit to the museum shall take place solely according to the date and time selected by the guest. The Center shall not be obliged to admit the guest who was late and/or failed to appear on the said time and date, all pursuant to the provisions of Section 4.16 below.
- 4.12. Handicapped and other disabled individuals whose admission to the Center's facilities and/or means and manner of their seating requires advanced coordination vis-à-vis the Center, such as in the case where accessible seating places are required, are kindly requested to contact the Reservations Department immediately after making the reservation for the coordination as mentioned above.
- 4.13. It is prohibited to bring food (in any form), or beverages in cans, plastic bottles, glass bottles, or any gas (spray) operated containers into the Center's facilities, including the area of the Center's Museum, Conference Hall, and classrooms operating in the Center. Furthermore, it is prohibited to bring weapons (firearms, cold weapons, including knives/switchblades) into the Center's Museum and Conference Hall, and there is no available space for their safe storage at the Center. In addition, it shall not be possible to enter the Center and its facilities (including the Museum and/or Conference Hall) with bags and other large objects. The Center offers its visitors cloakroom/repository services where guests are entitled to store bags, coats, umbrellas, and the like (except for the deposit of any weapon, the deposit of which shall not be allowed under any circumstances as stated above). It requires the deposit of bags and other large objects. In this regard, it is clarified that the Center is not responsible for any damage and/or loss of

the deposited objects as mentioned above, and visitors are unadvised to deposit valuable objects.

It is prohibited to bring still and/or video cameras into the Center and its facilities and forbidden to photograph in the Center's Museum, except subject to the receipt of the Center's prior written consent, which is contingent upon the receipt of a detailed explanation from the Center regarding the rules concerning permitted photography and prior written commitment on behalf of the applicant affirming that he shall not use the photographs in any manner contradictory to the Center's policy and/or that may infringe any copyright, per the wording that the Center shall approve.

- 4.14. The Center reserves the right to remove any guest and/or visitor who disrupts public order and/or behaves violently. In such case that the Center or on its behalf shall exercise this said right, the guest/visitor/viewers shall not be eligible for any monetary refund and/or file any claims or suits against the Center.
- 4.15. The tickets reserved via the website shall be collected by the guest only at the Center's Ticket Office. Collection of the ticket(s) shall be possible on the day of the visit to the Center and/or its facilities and up to twenty (20) minutes before the start of an activity and/or the time determined in the reservation's confirmation. At the time of the collection of the tickets, the guest shall be requested to present the credit card through which the reservation was made and proper identification. For the avoidance of doubt tickets that were purchased via the website shall not be conveyed without presentation of the reservation's confirmation, the credit card through which the reservation was made, and proper photo-bearing identification (an ID card, passport, or driver's license), but shall be insufficient for canceling the reservation. The guest shall be billed for the total transaction.
- 4.16. If the doors are closed after the start of the activity and/or the guest is late to visit the Center's facilities per the booked visit time, admission/entry shall not be guaranteed, and no compensation and/or refund shall be issued for the tickets reserved.

5. The Prices Shown on the Website:

- 5.1. The price appearing on the website concerning each activity is the current ticket price. The Center is entitled from time to time to update the prices of the tickets offered for sale through the website, without respect to the date of the online reservation in the website and any need for notification thereof. Without detracting from the mentioned above, the Center retains the right to collect a handling fee and sales commission in the total permitted by law.
- 5.2. The Center is entitled to offer to members registered in the Center's distribution list various sales and discounts concerning its activities. The Center is entitled to offer sales and discounts as mentioned on the website and modify or terminate them at any time, at its sole discretion.

6.

Reservation Cancellation Policy:

6.1. It shall be possible to cancel any ticket reservation made on the website within 11 days from the date of the transaction and no later than one (1) business day before the activity, all subject to the Consumer Protection Law, 5741-1981 ("the Consumer Protection Law"), and the provisions of the Consumer Protection Regulations (Transaction Cancellation), 5771-2010 ("the Regulations"), as shall be from time to time.

- 6.2. At the time of cancellation of the reservation by the guest, the credit card through which the reservation was made shall be credited for the amount of the reservation fee. The Center retains the right to deduct a sum equal to 1% of the transaction value, or NIS 100, the lower of the two, all subject to the provisions of the Consumer Protection Law and regulations, as they shall be from time to time.
- 6.3. A request by the guest to change the date and/or time of the visit and/or the performance shall be considered a request to cancel the original reservation and open a new reservation.
- 6.4. In case of an activity's cancellation, the customer shall be entitled to a full refund of his payment. A guest who has not yet collected the tickets shall be credited to his account only through the credit card company through which the transaction was carried out for its full amount. If the activity is postponed to a new date or moved to another facility, or in the event of a change in the structure of the facility where the event shall take place (for example, a change in the hall at the Center where the activity shall take place), then the ticket shall be valid for the new date and/or new facility and/or a new structure of the facility, as relevant, and the guest shall be entitled to use, or cancel his reservation within one (1) day from the date that the Center announced the said change, or until the day of the performance, the first of the two, and receive a full refund from the Center.

7. The Center's Archive:

- **7.1.** As part of the services given to the public visiting the website, the Center affords the website visitors the possibility of reviewing a portion of the documents, printed materials, photographs, recordings, data, film clips, declarations, and any other material found in the Center's archive, regarding the history, policies, society, culture, economy, and security of the State of Israel, while emphasizing the vision, actions, and legacy of Yitzhak Rabin ("**the Materials**" and "**the Archive**" respectively.)
- **7.2.** A search for materials found in the archive shall be via an online search engine on a dedicated web page operated by the Center.
- **7.3.** It is hereby clarified that the materials found in the archive are solely for reference and review, and the provisions contained in Section 11 below shall apply. Any use of the archival materials in a manner contradictory to the provisions of this Section 7.3 shall be subject to the receipt of prior written consent from the Center.

8. The Center's Responsibility:

- **<u>8.1.</u>** Every online ticket reservation on the website is made between the guest and the Center.
- **8.2.** The Center's responsibility for tickets offered for sale on the website is restricted solely to the height of the ticket's cost to the customer.
- **8.3.** Each website visitor and reserved ticket customer shall bear the full and sole responsibility for using the website.
- 8.4. The information appearing on the website should not be seen or considered to promise any result and/or guarantee any activity's existence. The Center shall not bear any responsibility for any damage, directly or indirectly, that shall be caused to a website visitor and/or guest as a result of any reliance on information appearing on the website and/or in links to other websites and/or any internal and/or external source of information and/or use of a ticket offered for sale in it.

- 8.5. Information and presentations concerning tickets and activities on the website originate *inter-alia* in bodies and entities with whom the Center collaborates. Therefore, any content related to activities brought by the said entities is under these entities' full and exclusive responsibility. The Center does not and shall not have any responsibility toward information of this type. The Center is not a guarantor for the accuracy of this information.
- 8.6. It is clarified that in no instance shall the Center and/or any related body and/or its employees and/or anyone on its behalf be held liable for any direct, indirect, loss, emotional distress, punitive damages, accidental, special, or consequential damage, and for any damage or expense of any kind that may be caused to any website visitors and/or other third parties shall be charged, including, and without prejudice to the generality of the above mentioned, damages for the loss of the use, data, or profits arising from or related in any way to the reservation, supply or failure to supply of tickets, or in any information, materials, software, product, service and accompanying graphic that were attainted through the website and the archive and/or emanating in any way from the use of the website and the archive, whether based on an agreement or in tort, whether in absolute liability and/or any other reason, even if known to the Center about the possibility of damages as mentioned.
- 8.7. It is hereby explicitly clarified that a ticket is legally an unidentified banknote, and therefore any loss and/or destruction of a ticket and/or any act or omission for which it shall not be possible to use the ticket that was ordered and delivered to the guest shall be the sole responsibility of the guest. It shall not be able to restore it and/or give the guest an alternate ticket, except under special circumstances.
- 8.8. The Center wishes to clarify that although every effort is made to ensure that the information on the website is as current and accurate as possible, the website and the information appearing on, on all its parts, including archival materials [Note: defined above], and the reliance on said information, is done under the sole responsibility of the website's visitors.
- 8.9. Under no circumstances shall the Center bear responsibility for any damage caused to the website's visitors through the establishment of contact with entities with whom the Center collaborates that are not by way of ordering tickets through the website.
- 8.10. The presentation of the information, data, materials, and photos on the website does not constitute an expression of opinion and/or opinion and/or recommendation regarding the activity presented on the website and/or concerning its program.
- 8.11. The Center recommends that website visitors and guests act as prudent consumers and carefully read the information presented on the website, including the information concerning tickets, activities, the Center's facilities, their description, and compatibility.
- 8.12. The website, in its entirety, including all its information, materials, and content, is offered to the public, can be used as is, and shall be as accurate and correct as possible. It cannot be adapted to the needs of each person. The website visitor shall not file any claim, demand, or suit against the Center and/or the entities with whom the Center collaborates regarding the content's features, capabilities, limitations, and/or compatibility with his needs. Moreover, any claim by a website visitor shall not be heard in connection with the nature of the materials found on the website, including in connection with the materials included in the Center's archive and available for review on the Center's website.

9. Use of the Website:

- **9.1.** Do not operate or allow the operation of any computer application or any other means, including crawler and robot software, and the like, for any automated search, scan, copy, or retrieval of content from within the website. This rule includes not creating or using the said means for creating a compilation, collection, or database containing content from the website.
- **9.2.** Website content may not be displayed in any manner, including through any software, device, accessory, or communications protocol that alters its design on the website or removes any content, particularly advertisements and commercial content.
- **9.3.** The Center shall bear no responsibility for any damage liable to be caused due to any connection to website content and any presentation or advertisement of contents as stated in any other means. The full and sole responsibility for any link, presentation, or advertisement of the contents falls solely on that who executes the link.
- **9.4.** The website visitor must indemnify the Center, its employees, managers, or any person on its behalf for any damage, loss, loss of profit, payment, or expense incurred by them, including attorney's fees and court costs due to the violation or infringement of the Terms of Use. Moreover, the website visitor shall indemnify the Center, its employees, managers, or any person on its behalf for any claim, demand, or lawsuit filed against them by any third party, as a result of content submitted by him for publication on the website and as a result of the links he made to the website.

10. Website Changes, Malfunctions, and Service Interruptions:

- 10.1. Without deviating from those mentioned above, the Center may change, alter or modify from time to time the structure of the website and/or its appearance and/or design, scope, and availability of the services offered through the website. It shall be entitled to charge a fee for such or other contents and services per its decision. Moreover, the Center shall be entitled to change, alter or modify any aspect of the website and everything without needing to issue any prior notification.
- 10.2. Changes, as mentioned above, shall be performed *inter-alia*, taking into consideration the dynamic nature of the Internet and the technological and other changes occurring within the network. Intrinsically, changes of this type are liable to involve malfunctions and/or initiate discomfort. Visitors to the website shall not raise any claim, demand, and/or suit against the Center due to the execution of said changes and/or resultant malfunctions.
- 10.3. The Center does not guarantee that the website services, including online ticketing services, shall not be disrupted, provided regularly or without interruption, shall occur in safety and without errors, or be immune against hacking the Center's computers or from damages, breakdowns, malfunctions or failures, and all in hardware, software, communications lines, and systems, at the Center or any of its suppliers.

11. Intellectual Property:

- 11.1. All the content appearing on the website, including texts, photographs, graphic files, data, audio files (voice files), video files, and any other content appearing on the website, are protected according to copyright and intellectual property laws. It is clarified that all copyrights and intellectual property are owned exclusively by the Center or under third-party ownership that permits the Center the legal use of these contents.
- 11.2. Do not copy, distribute, display publicly, perform publicly, transfer to the public, modify, process, create derivative works, sell or rent any part of the above, either directly or through or in collaboration with a third party, in any way or means whether electronic, mechanical, optical, photographic or recording means, or in any other way, without obtaining prior written consent from the Center or the other rights holders, as appropriate, and subject to the terms of the consent (if any) and according to any law.
- 11.3. If and to the extent such consent has been given, avoid and refrain from removing, erasing, or disrupting any notification or symbol regarding intellectual property rights, e.g., the copyright symbol ©, or the registered trademark symbol ®, accompanying the contents that have employed their use.
- 11.4. The trademarks, photographs, images, contents, and advertisements of the Center's collaborating entities are the sole property of these entities. No use of those mentioned above may be made without any entity's prior written consent (as appropriate.)
- 11.5. Without detracting from the generality of the above, it is hereby clarified that in the event of a violation of a provision from the provisions mentioned in this Section 11 above, the violating website visitor shall be required to indemnify the Center in the manner described in Section 4.1 above.

12. Legal Jurisdiction:

- 12.1. These Terms and Conditions of Use shall be governed exclusively by the laws of the State of Israel; however, the rules of choice of international law stipulated therein shall not apply.
- 12.2. The courts in the city of Tel Aviv-Jaffa shall have exclusive jurisdiction in all matters arising from and/or related to these Terms and Conditions of Use.

13. Privacy Policy:

- 13.1. The Center respects the privacy of its website visitors. The website's current privacy policy can be found at any time at this link and is an integral part of these Terms and Conditions of Use provisions.
- 13.2. Whereas the Privacy Policy is liable to change periodically, it is recommended that website visitors return and review, from time to time, the document containing the Privacy Policy.

14. Contact Us:

The Center adheres to the provisions of the law. It respects the right of its website visitors to privacy and a good reputation. If you believe that content has been published on the website that offends you for any reason, please contact us according to the details below. We shall attempt to handle your request as soon as possible. Such inquiries can be forwarded as follows:

By Mail: 77 Shderot Rokach, POB 17538, Tel Aviv, Israel, 6117402

By Fax: +972-(0)3-7453355

Email: info@rabincenter.org.il