

## Organization Terms of Service

**Last Updated: June 26, 2016**

Welcome to the Organization. (“Organization”, “We”, “Us” or “Our”) Terms of Service (the “Terms”). Please read these Terms carefully because they govern your use of our website located at [www.Organization.org](http://www.Organization.org) (the “Site”) and the Organization App and any other Organization mobile device applications (“Apps”). Please read the Terms carefully. If you have any questions, contact us at [info@Organization.org](mailto:info@Organization.org). To make these Terms easier to read, the Site, Our services and Apps are collectively referred to as the “Services”.

## Agreement to Terms

By accessing, installing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, simply do not use the Services.

## Changes to Terms or Services

We may modify the Terms and our Services at any time, in our sole discretion. If we do so, we’ll let you know either on the Site, the Apps or through other means of communications. It’s important that you review the Terms whenever we modify them because continuing to use the Services after we have posted modified Terms on the Site or Apps indicates to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then discontinue use of the Services immediately. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice to you, at our sole discretion.

## Creating an Account

In order to access and use the Services, you will need to sign in using your Organization login details or sign in with Facebook®, if applicable. By creating an Account, you become a “User” and represent that you are 13 years or older and are not barred from using the Services under applicable law.

Your Account should be yours – don’t use the App under the name of another person with the intent to impersonate that person, or use a username that is subject to rights of another person without appropriate authorization.

We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Services that violates Our Terms. You are responsible for maintaining the confidentiality of your password and Account, and agree to notify Us if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for activities that occur under your Account.

You can link your Account to various social networks and other online platforms with which the Services are integrated. You may only link your own Account(s) and by doing so, you expressly authorize Us to retain your Account information from those third party accounts, on your behalf and permit Us to store your Account information for the purpose of providing the Services.

## Feedback

We welcome feedback, comments and suggestions for improvements to the Services. You can submit feedback by emailing us at [feedback@Organization.org](mailto:feedback@Organization.org). You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the feedback for any purpose.

## Privacy policy

Your privacy is important to us. Please review our Privacy Policy for information about the data we may collect and use. Our Privacy Policy is incorporated in these Terms and Conditions, and available at [www.Organization.org/privacy](http://www.Organization.org/privacy).

## User Content

For purposes of these Terms: (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) any Content that Users (including you) provide to be made available through the Services.

You are responsible for the Content that you post to the Services, including its legality, reliability, and appropriateness. By posting Content to the Services, you grant **Organization** a non-exclusive, transferable, sublicenseable, worldwide, royalty-free right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Services. You agree that this license includes the right for Us to make such Content available to other Users of the Services, who may also use such Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of the Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Organization does not claim any ownership rights in any User Generated Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your own Content. Subject to the foregoing, Organization and its licensors exclusively own all right, title and interest in and to the App and Content (but not User Generated Content), including all associated intellectual property rights. You acknowledge that the App and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App.

## User Conduct

We encourage you to participate and engage in the arts through Organization, but ask that you respect the Organization community - other Users just like yourself – when using the Services.

**Play nice!**

You Agree NOT to:

- use language or transmitting content that may be considered offensive or profane to other users. This includes profanity and offensive images, or other media containing obscene, sexually explicit, or excessively violent content.
- harass or threaten other users. Harassing behavior and language includes insults, ethnic and homophobic slurs, defamatory statements, invasive statements that may infringe on a user’s privacy, or the transmission or sharing of any content that may cause another user to experience ridicule, threat or discomfort.
- submit material that violates a third party’s proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law;
- publish falsehoods or misrepresentations that could damage Us, Our Users or any third party;
- publish any private information of someone (like their address or phone number) without their permission;
- submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- post advertisements;
- impersonate another person or represent yourself as affiliated with Us, Our staff or other industry professionals;
- solicit a User’s password or other Account information; or
- harvest User names, addresses, or email addresses for any purpose.

This list is an example and is not intended to be complete or exclusive. We don’t have an obligation to monitor your access to or use of the Services, but we reserve the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any time and without prior notice, to remove or disable access to your Account or any Content that we consider, in our sole discretion, to be in violation of these Terms or otherwise harmful to the Services.

You can remove your Content by specifically deleting it. However, in certain instances, some of your Content (such as posts or comments you make) may not be completely removed and copies of your Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of the Content.

## Content on the Services

Subject to your compliance with these Terms, **Organization** grants you a limited, non-exclusive, non-transferable, non-sublicenseable license to access and view the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes. You have the right to download and install a copy of the App to your mobile device, and to access and use the Services, for your own personal use. With respect to each App you download, you may not: (i) copy, modify or distribute the App for any purpose; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the App or the Services to any third party; (iii) decompile, reverse-engineer, disassemble, or create derivative works of the App or the Services; or (iv) use the Services in any unlawful manner, for any unlawful purpose, or in any

manner inconsistent with these Terms. You acknowledge sole responsibility for and assume all risk arising from your use or reliance of any Content.

## Intellectual Property

The Services contain material protected by copyright, trademark and other proprietary information, including, but not limited to, audio, graphic, photographic and text information and all Content of the Services, which are protected by copyright, trademark and other intellectual property laws of the United States. Except as expressly provided herein, nothing in these Terms gives You a right to use the Our name or any of our trademarks, logos, domain names, and other distinctive brand features. Further, You may not modify, distribute, publish, transmit, publicly display, publicly perform, participate in the transfer or sale, create derivative works or in any way exploit any of the Content, in whole or in part. Any Feedback you may provide regarding the Application is entirely voluntary and you agree that We can use Feedback without any obligation to you. Any violation of these restrictions may result in intellectual property infringement that may subject you to civil and/or criminal penalties. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from a submission of information protected by intellectual property rights in a third party, if such submission is made without express permission of the intellectual property rights holder.

The App may also contain material protected by copyright, trademark and other proprietary information, including, but not limited to, audio, graphic, photographic and text information, belonging to third parties. These third party intellectual property rights belong to the respective owners of the protected intellectual materials.

## DMCA/Copyright Policy

**Organization** respects copyright law and expects its Users to do the same. It is Our policy to terminate in appropriate circumstances the Accounts of Users who repeatedly infringe the rights of copyright holders.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that Content infringes your copyright, you (or your agent) may send Us a notice requesting that the Content be removed or access to it blocked. Federal law requires that your notification include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit Us to contact you, such as an address, telephone number, and, if available, an electronic mail; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the

notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

The notification must be sent to:

**Organization**  
Attn: Legal Department  
ADDRESS  
ADDRESS

We provide the above contact information for purposes of the DMCA only and reserve the right to respond only to correspondence that is relevant to this purpose.

## Links to Third Party Websites or Resources

The Services may contain links to third-party websites or resources, including to Our Partner organizations. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

## Indemnity

You agree to defend, indemnify and hold harmless Organization, or its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, or expenses (including but not limited to attorneys' fees), to the extent allowed by applicable law, that arise from or are caused by: (i) your use of and access to the Services; (ii) your violation of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, moral or privacy right; or (iv) any claim that your Content caused damage to any third party. This section shall survive these Terms and your use and termination of the Services.

## Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may also cancel your Account by choosing the "Delete Account" option from the app's settings. Because certain of Our Services are intended to be used by XXX only, you may automatically be rendered ineligible for certain Services after XXX.

Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, indemnification, warranty disclaimers, limitations of liability, and dispute resolution provisions.

## Warranty Disclaimers

THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT.

## Limitation of Liability

NEITHER ORGANIZATION NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, MOBILE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ORGANIZATION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL ORGANIZATION’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO ORGANIZATION FOR USE OF THE SERVICES OR CONTENT OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO ORGANIZATION, AS APPLICABLE.

## Dispute Resolution

We prefer to resolve things amiably when possible therefore, you agree to the following dispute resolution policy in connection with any potential claims or disputes arising from your use of the Application. Start by notifying us of your dispute by sending a notice to [info@Organization.org](mailto:info@Organization.org).

- a. Informal Negotiations: Parties to a dispute concerning the Terms, the Privacy Policy, or the use of the Services will attempt to informally negotiate a potential settlement or resolution to the dispute;
- b. Arbitration: In the event that informal negotiations are unsuccessful, the parties agree to follow the arbitration procedures set forth by the Israeli Institute of Commercial Arbitration (IICA) to resolve the dispute.
- c. Binding Arbitration: If for any reason arbitration is unsuccessful or unavailable to the parties, parties agree to submit to binding arbitration in the jurisdiction of Israel. Each of us is responsible for paying our own filing, administrative and arbitrator fees. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

## Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Organization and You. These Terms supersede and replace any and all prior oral or written understandings or agreements between us. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to

the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Organization’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect.

Any notices or other communications provided by Organization under these Terms, including those regarding modifications to these Terms, will be given: by Organization (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Organization’s failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Organization. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## Questions & contact information

If you have any questions regarding these Terms, please email us at [info@Organization.org](mailto:info@Organization.org).