

Terms of Service

1. INTRODUCTION.

Welcome to the web site ("Site") for Yad Ezra ("Yad Ezra").

2. ACCESS TO THE SITE.

BY ACCESSING, BROWSING AND/OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE ("TERMS AND CONDITIONS OF USE"), INCLUDING THE PRIVACY POLICY ("PRIVACY POLICY") , (COLLECTIVELY, THE "TERMS") AND TO COMPLY WITH ALL APPLICABLE U.S. LAWS AND REGULATIONS. If you do not or cannot agree to the Terms, do not use the Site or any of the services offered through the Site. Yad Ezra reserves the right, in its sole discretion, to update, revise, supplement and to otherwise modify these Terms, and to impose new or additional terms and conditions on your use of the Site from time to time. Such updates, revisions, supplements, modifications and additional rules, polices, terms and conditions (collectively referred to in these Terms as "Additional Terms") will be effective immediately and incorporated into these Terms upon notice thereof, which may be given by any reasonable means including by posting to the Site. Your continued viewing or use of the Site following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

3. ACCEPTABLE USE OF THE SITE.

In order to use the Site, you must obtain access to the Internet and pay any and all service fees associated with such access.

(a) Individual Use. You agree that you are only authorized to visit, view and to retain a single copy of pages of the Site for your own internal use and not for any commercially-related purposes or in a manner that in any way suggests a connection, affiliation or any type of relationship between Yad Ezra and you or an entity related to you. You also agree that you will not duplicate, download, publish, modify or otherwise distribute any material on the Site for any purpose other than for your own internal use unless otherwise specifically authorized by Yad Ezra in writing. Yad Ezra posts legal notices and various credits on pages of the Site, which may not be removed even in your permitted copies. Do not remove these notices or credits, or any additional information contained along with the notices and credits.

(b) Deep Links; Linking. You agree not to "deep-link" to the Site, meaning that you will not create, post, display, publish or distribute any link to any page other than the front (home) page of the Site for any purpose, unless specifically authorized by Yad Ezra in writing to do so. If you do want to link to the Site in any manner, please contact the Yad Ezra at www.yadezra.org to seek approval.

(c) Framing. You agree not to create any frames at any other web sites pertaining to or using any of the content located at the Site for any purpose, unless specifically authorized by Yad Ezra in writing to do so.

(d) Security, Cracking and Hacking. You are prohibited from violating or attempting to violate the security of the Site. Accordingly, you agree not to: (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to access; (iii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iv) attempt to interfere with service to any user, host or network, including without limitation, by means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing" the Site. Violations of system or network security may result in civil or criminal liability. Yad

Ezra reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet.

(e) You Are Responsible For All of Your Activities and All of The Content You Post or Submit . You represent and warrant that any information and/or material you post or provide to Yad Ezra by means of the Site, including, without limitation, as part of any registration or subscription or to gain access to or use any services offered on the Site ("Submissions"), is truthful, accurate, not misleading, not confidential property of others, not in violation of any other third party's rights and offered in good faith. You agree NOT to use the Site for or in connection with any of the following activities: (i) transmitting or relaying spam, spoofing or otherwise impersonating any person or entity, or falsely stating or otherwise misrepresenting your identity or affiliation in any way; (ii) using the Site for any fraudulent or illegal purpose; (iii) e-mailing, uploading, or otherwise transmitting or using the Site in furtherance of the use, distribution or transmission of any unlawful, harassing, defamatory, tortious, libelous, sexually explicit, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind; and (iv) transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or the operation of the Site.

(f) Do Not Violate Third Party Intellectual Property Rights . Without limiting the foregoing, you may not, ~~and by using the Site you agree not to, use the Site to:~~ (i) transmit or post any Submissions that are copyrighted, unless you are the copyright owner or have obtained the permission of the copyright owner to transmit it; (ii) transmit or post any Submissions that reveal trade secrets, unless you own them or have the permission of the owner to so transmit them; or (iii) transmit or post any Submissions that infringe on any Intellectual Property Rights (as defined below) of others or violates the privacy or rights of publicity of others. Furthermore, unless otherwise expressly provided, you acknowledge and agree that: (a) all Submissions will become property of Yad Ezra; (b) Yad Ezra has the right to publish the Submissions for any type of use including for promotional and advertising purposes, in accordance with the terms set forth in the Privacy Policy, without compensation to you of any kind; (c) any Submissions that you submit to any part of the Site are non-confidential for all purposes; and (d) that if you make any such Submission, you automatically grant, represent and warrant that the owner of such content has expressly granted Yad Ezra a royalty-free, perpetual, irrevocable, world-wide exclusive license to use the Submissions in any manner, media or form now known or hereafter developed. Yad Ezra shall have the right to sublicense its rights. The term "Intellectual Property Rights" means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide including, without limitation, moral rights and similar rights.

(g) Ownership . Yad Ezra puts a lot of content on the Site for you to examine from time to time including, without limitation, text, graphics, photographs, pictures, drawings, animation, audio, video, literature and ~~any other material~~ distributed by Yad Ezra on, through or in connection with the Site. Moreover, Yad Ezra attempts to display the content in a way that will be easily accessible and useful for you, the user. All content and materials on the Site including, without limitation, text, graphics, logos, button icons, images, audio clips and software included in the Site and any services offered on the Site, are the property of Yad

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(h) Spidering . THE USE OF ANY TOOLS, PROGRAMS, ROBOTIC ALGORITHMS OR PRODUCTS TO AUTOMATICALLY DOWNLOAD OR "SPIDER" THE SITE OR ANY OF THE PAGES OF THE SITE INFRINGES ON Yad Ezra's AND/OR ITS LICENSORS' INTELLECTUAL PROPERTY RIGHTS. DO NOT USE ANY SUCH TOOLS OR PRODUCTS ON OR IN CONNECTION WITH THE SITE.

4. WARRANTY DISCLAIMER.

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EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, Yad Ezra EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, CONTENT, AVAILABILITY OF INFORMATION, PRODUCTS, SERVICES OR MERCHANDISE FOUND ON THIRD PARTY SITES THAT LINK TO OR FROM THE SITE. Yad Ezra DISCLAIMS ANY RESPONSIBILITY FOR PRODUCT OR SERVICE ORDERING FUNCTIONS, ORDER FULFILLMENT OR COMPLIANCE OF PRODUCTS OR SERVICES WITH ANY MANUFACTURER'S WARRANTIES OR SPECIFICATIONS. Yad Ezra CANNOT BE HELD RESPONSIBLE FOR THE MATERIAL CONTAINED ON THIRD PARTY SITES AND/OR RELATED SERVICES NOR DOES Yad Ezra MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION YOU MIGHT BE REQUESTED TO GIVE TO THIRD PARTY SITES.

5. LIMITATION OF LIABILITY.

YOUR USE OF THE SITE IS AT YOUR OWN RISK. TO THE FURTHEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, Yad Ezra's NEGLIGENCE, SHALL Yad Ezra BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND/OR INCIDENTAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SITE, ANY CONTENT AND/OR ANY RELATED SOFTWARE, EVEN IF Yad Ezra OR AN AUTHORIZED Yad Ezra REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS, IN THE EVENT THE TERMS OF THIS SECTION, OR ANY PART OF THIS SECTION, SHALL BE HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, IN NO EVENT SHALL Yad Ezra's TOTAL LIABILITY TO YOU, OR ANYONE CLAIMING BY OR THROUGH YOU, FOR ANY DAMAGES, LOSSES, CLAIMS AND/OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE EXCEED ONE HUNDRED DOLLARS (\$100).

6. INDEMNIFICATION.

You shall indemnify, defend and hold harmless Yad Ezra and its sponsors, business affiliates, subsidiaries, affiliates, officers, directors, employees, attorneys and agents, from and against any and all damages, claims and actions brought by you or any third party resulting from your use of the Site in violation of these Terms or the infringement by you of any Intellectual Property Rights of any person or entity.

7. GOVERNING LAW AND ARBITRATION.

The laws of the State of Michigan (excluding any principles of conflicts of laws) govern your use of the Site, the services and these Terms. You agree that the parties shall settle any claim or dispute relating to these Terms by binding arbitration in Berkley, MI under the Commercial Arbitration Rules of the American Arbitration Association. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. NOTWITHSTANDING THE DISPUTE RESOLUTION REQUIREMENTS SET FORTH ABOVE, FOR ANY INJUNCTIVE RELIEF RELATING TO YOUR ACCESS TO, OR USE OF, THE SITE INCLUDING, WITHOUT LIMITATION, RELATED SERVICES, YOU AGREE AND HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN Oakland County, MI, U.S.A.

8. WAIVER AND SEVERABILITY.

Furthermore, no delay or omission by Yad Ezra to exercise any right or any noncompliance on your part with respect to the Terms shall impair any such right or be construed to be a waiver by Yad Ezra. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction, provided, however, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

9. CONTRACT ELECTRONICALLY.

You agree that the Terms, combined with your act of using the Site and/or the services offered on or through the Site have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of the Terms on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print the Terms.