

## **USER LICENSE, AND TRANSACTIONS CANCELLATION TERMS**

The following terms constitute a binding agreement between Name of institution (hereinafter the "Licensee") and Ohr HaHochma Ltd (hereinafter referred to as **"the Publisher"**). They regulate your rights and obligations in connection with the purchase of a license to view and print books from the "Otzar HaHochma"<sup>TM</sup> database (**"the service"** and **"the database"** respectively) through the Internet site [www.otzar.org](http://www.otzar.org). using software allowing the retrieval, viewing and printing of information from the database ("the Software"). Any reference in second person such as "you, yours, to you" etc refers to the Licensee and his authorized users.

This agreement vests you with the right to use the service, subject to the following terms and in accordance with the license purchased by the Licensee.

If you do not accept these terms, you will be unable to and may not make any use of the service.

The license terms are worded in the masculine merely for convenience purposes, but of course also embody the feminine gender.

### **The license**

The Publisher hereby vests you and your authorized users with a non-exclusive right, the terms of which are detailed below, to use the service, subject to payment of the license fees and performance of the terms of this agreement. The Publisher's obligations pursuant to this license only apply vis-a-vis the licensee.

### **Who is entitled to use the service**

Subject to these terms, if you duly finished the registration process, you may purchase a license to use the service, provided that you have furnished the details required in the course thereof and paid the full consideration.

The Publisher may refuse to allow you to purchase a license to use the service in its absolute discretion. Without derogating from the aforesaid, the Publisher may cancel the license purchased by you in any of the following cases:

- if at the time of registration you intentionally furnished erroneous details;

- if you and/or your authorized users commit an act or omission that prejudices or might prejudice the Publisher or any third parties, including other license holders;
- if you and/or your authorized users use the license to perform or to try and perform an act that in the Publisher's opinion might be considered illegal pursuant to the laws of the State of Israel or in order to enable, facilitate, assist in or encourage the performance of such an act;
- if you and/or your authorized users breach any of the terms hereof;
- if you and/or your authorized users perform any act that prevents others from purchasing a service license or from continuing to benefit from the licenses purchased by them in any way;
- if you have a monetary debt to the Publisher and do not pay your debt, despite the fact that the ordinary date for the payment thereof has passed.

### **Access to the service (depending on the user license)**

You and your authorized users are allowed to access the service from computers which are part of the IP addresses of your institution/library. You are not allowed to enable users to get access to the database by using EZ-Proxy or any other remote access connection.

### **The purchase of the license**

In order to purchase the license, you must choose the track that suits you best from amongst the tracks offered by Ohr HaHochma Ltd and furnish the details of the institute and its contact person including: name of the institute, name of the library, name of the department and contact person: first name, surname, full address of the institute, active e-mail address of the institute and the contact person. You must furnish only correct, accurate and full details, and you hereby confirm the correctness of the details furnished by you. Erroneous details might prevent you from being able to use the service and prevent us from making contact with you where necessary. You must therefore take pains to furnish, during the registration process, accurate and up-to-date details. In the event of any change in the details, you must update them by mail, fax or email to "Ohr Hahochma Ltd" Company.

The Publisher will send an invoice against purchasing the license to the address you gave during the registration process within 72 hours upon purchasing the license.

The details furnished by you at the time of registering for the service shall be kept in the Publisher's database. There is no legal duty to furnish the details;

however, without furnishing them you will not be able to purchase the license to use the service.

At the time of registering for the service, you will be asked to give the IP numbers of the computers you wish to connect to the service for the purpose of identifying you every time you access the service. The Publisher may from time to time determine additional or other identification means.

There is a prohibition on including in the details you furnish and in the user name and password whilst registering for the service names, nicknames or expressions involving insult to another, slander, obscenity, rudeness, libel, injury to the good name of another, pornographic or blatant sexual content, indecent names, unlawful injury to minors and any other name, nickname or expression contravening a provision of the Israeli law or infringing the intellectual property of another or his right to privacy. The Publisher may, in its absolute discretion, refuse to accept any of the aforesaid.

### **License fees**

The use of the service involves the payment of consideration to the Publisher (“**license fees**”). The license fees are periodical in accordance with the period purchased by you.

You may always inspect the up-to-date license tracks and the payment terms of each track at Otzar HaHochma’s on-line shop. The license fees will be collected through the form of payment agreed upon between you and the Publisher, the details of which you provided at the time of purchasing the license for the service. Upon the approval of this agreement, you are permitting the Publisher to charge the license fees through your form of payment, in accordance with the track chosen by you and the payment terms included therein.

The Publisher may from time to time:

- update the license tracks, the amount of the license fees and the payment terms and methods and add to, alter or terminate special deals it is offering. Notice of the update shall be published on the site’s home page and shall take effect a reasonable time after its publication, in accordance with the nature of the update;
- collect license fees in different amounts from different users, or not collect them at all.

## **Copyright**

The copyright and other intellectual property rights in the site, the service, the software and any application, computer code, graphic file, voice file, video file, text file, including the retrieval software and its keys, the user interface, the system characterization, the user manuals and the help files, the graphic design of the software and its ancillary components (insofar as they are not in the public domain) belong to the Publisher alone, or to a third party, who has granted the Publisher permission to use them.

Any action not expressly permitted in this agreement in connection with the service is prohibited. In such context (but without derogating from the aforesaid) you may not copy, duplicate, circulate, market, translate, re-engineer, decompile, disassemble, adapt, re-code, create any development, change or derivative of the software, damage the software and/or the database, distort them or alter them, remove any copyright notice from the database content, rent out the license, lend it, sell it, grant any user rights therein or sub-licenses or take any action resulting in an infringement of the Publisher's copyright in the database or the grant of rights in the database to any third party.

The aforesaid does not exhaust the prohibited database actions. As will be recalled, thousands of hours of work and effort were invested in the development of the database software, the compilation of the content and the creation of the database. According to the law the database is identical to a book, picture or other art creation. Prohibited actions in respect of these creations may also not be taken by you in respect of the database.

For your attention, the database and its content are protected through advanced technological means designated at preventing any unauthorized use. Infringement of the copyright in the database constitutes a civil wrong and criminal offence. Without derogating from the Publisher's rights pursuant to these license terms and/or pursuant to the provisions of any law, if the copyright in the database is infringed, all your rights pursuant to this license will automatically expire.

The Publisher may include digital defenses in the database that will enforce the restrictions in this license. You are hereby obliged, as an essential and fundamental condition of this license, not to circumvent or crack or render superfluous the operation of these defenses and not to try and perform any of the aforesaid.

## **The use of the service**

The license vests you and your authorized users with a right to use the service solely for review, learning and research. The Licensee and its authorized users are not allowed to use the service for any other object, such as commercial purposes, gaining financial profits or any other, this exceeding the limitations of this User Agreement, unless you received the Publisher's prior written consent and subject to the terms of the consent (if granted).

You may not operate any computer or other media application, including software of the Robots, Crawlers type and the like, designated for the automatic search, scanning, copying or retrieval or information and content in the database, in a manner not expressly permitted by the Publisher. You may not create or use means as aforesaid for the purpose of creating a compilation or collection containing information and content from the database.

You may not operate any computer or other media application that will enable the unauthorized use of the service.

You must and are obliged to leave the information and content downloaded from the site with the Publisher's approval in the original format and together with the notices concerning the copyright and title in the content and information, as published on the site, and you may not howsoever change and/or delete and/or distort information as aforesaid.

The reproduction, duplication, circulation, publication, copying and/or transfer of the information published on the site (through any means, including, but not only, mail, fax, e-mail or other electronic means) is absolutely prohibited, save with the Publisher's prior written approval. The use and/or publication of the information appearing on the site on other sites and/or any other place connected with the site is absolute prohibited. In addition, any development, change, translation and/or transformation of the information published on the site and/or based thereon, without the Publisher's prior written approval, is absolutely prohibited.

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## **Privacy**

The Publisher respects the privacy of its customers. At the time of using the service, there may be a build-up of data on the nature and scope of the use. Such data, as well as data furnished at the time of the service registration process, shall be used for the following objects:

- in order to allow you to use the service and other services offered from time to time on the site;

- in order to improve and enrich the nature and scope of the service and to create new services and contents suiting the requirements of the users of the service. The information used by the Publisher for such purpose shall essentially be statistical information that does not identify you personally;
- In order to send you information regarding the service, additional services and the publication, if you gave your consent for this. Even after you granted your consent you may at any time revoke it. For the removal of doubt the Publisher will not give your personal information to advertisers.
- to create contact with you (where necessary) or for the purpose of analyzing and furnishing statistical data to third parties, including publishers; The information used by the Publisher for such purpose does not identify you personally;
- for the proper operation and development of the service. The information used for such purpose shall not be conveyed to third parties, save insofar as permitted in the framework of this privacy policy.

The Publisher may convey the information to a third party, in accordance with a judicial or administrative order, or directive of any investigative authority pursuant to the law, or where it believes that the furnishing of the information is necessary in order to prevent grave damage to person or property, or in the framework of a dispute or proceedings between you and the Publisher.

### **Information security**

The Publisher is applying information security systems and procedures on the site. Whilst these systems and procedures limit the risks of unauthorized penetration into the Publisher's computers, they do not provide absolute security. Accordingly, the Publisher is not undertaking that the service will be absolutely immune to unauthorized access.

You warrant that the Publisher or any third party connected with the service are not liable and shall not be liable for any delays, changes, inaccuracies, failures, mistakes, disruptions, viruses, Trojan horses, Internet communication disruptions, damages, thefts and/or illegal penetrations into your personal computer through the Internet, as a result of the use of the site and/or the service.

### **Liability and cancellation of the transaction**

The database includes a great deal of information from Jewish religious sources and from the words of the Sages that was gathered by a lot of work from many

and varied sources. The Publisher is not undertaking that the information stored in the database or the use thereof will be complete and/or exhaustive and it is not undertaking that the information will be fully legible and free of any mistakes, aberrations, inaccuracies and/or omissions.

The service is provided “as is” and neither the Publisher nor any third party connected with the service is undertaking that the service will suit your requirements or any particular object. Neither the Publisher nor any third party is undertaking that the service will be free of any malfunctions, faults, failures, disruptions and stoppages in the activity of your or its software, hardware and communication systems and lines, or that of any third party.

**For your attention:** all the above cases shall not be deemed a defect in the license purchased by you for use of the service, or non-conformity between the license and the details furnished to you prior to its purchase. Before purchasing the license to use the service, you must examine it carefully and ascertain that it suits your requirements and that it is to your satisfaction.

After purchasing the license, you may not cancel the transaction, unless there is a defect in the database software that does not allow you to use the service and you have notified the Publisher of our desire to cancel the transaction within 14 days of its execution, provided that the cancellation as aforesaid is effect at least two days, that are not rest days, prior to the date of commencing the use of the service. Where the transaction is cancelled in accordance with the terms set forth above, the payment for the purchase of the license shall be refunded to you within 14 days of the Publisher’s receipt of notice of the transaction’s cancellation from you.

Neither the Publisher nor any third party shall bear liability for any damage, payment, loss, expense, loss of profit, cessation of business, loss of information and any direct or indirect damage deriving from the use of the service, save within the limits of up to and not more than an amount equal to NIS 400 (four hundred new shekels) per license to use the service purchased from the Publisher, and such being only if the damage as aforesaid is occasioned as a result of a negligent act or omission of the Publisher.

Neither the Publisher nor any third party connected with the service shall bear any liability of whatsoever type vis-a-vis any third party who has not purchased a license to use the service directly from the Publisher and who does not duly hold a license to use it.

### **Future versions and updates**

The Publisher may add to, alter and even remove, from time to time, any of the contents stored in the database or upgrade the software. All the provisions of this license shall apply to changes and upgrades as aforesaid.

### **Suspensory condition**

The license to use the service is conditional upon the full and precise payment of the consideration due to the Publisher according to the track chosen by you.

### **Changes to the site and termination of the service**

The Publisher may from time to time alter the site, its appearance and design, the scope and availability of the service and any other aspect involved in the operation and management thereof - all without having to notify you thereof in advance. Such changes shall be effected, inter alia, having regard to the dynamic nature of the Internet and the technological and other changes occurring therein. By their nature, changes of such type might involve malfunctions and/or initially cause inconvenience and the like. You shall not have any plea, claim and/or demand vis-à-vis the Publisher or any third party connected with the service in respect of changes as aforesaid and/or malfunctions occurring as a result thereof.

Without derogating from the aforesaid, the Publisher may terminate the provision of the service at any time, on reasonable notice. Upon the service's termination, you may purchase the database on a hard disc, in accordance with the payment terms agreed between you and the Publisher and the use agreement applicable to the purchase of the database in this way.

### **Contact us**

Much time and effort is invested in the process of preparing and operating the database. Nonetheless, because of the nature of the database there might be errors originating inter alia in errors of third parties who have furnished content for publication on the database and in other reasons. If you find content which in your opinion is erroneous, incomplete, non-exhaustive, not fully legible or that contains mistakes, aberrations, inaccuracies or deletions, you are invited to contact us and notify us thereof, at the

following address: Ohr Hahochma Ltd, POB 23609, Jerusalem 91236, or by e-mail at the following address: [otzar@otzar.biz](mailto:otzar@otzar.biz)

For further questions and enquiries in relation to the service, you may approach the Publisher by mail c/o Ohr Hahochma Ltd, POB 23609, Jerusalem 91236, or by e-mail at the following address: [otzar@otzar.biz](mailto:otzar@otzar.biz).

### **Jurisdiction**

In any event of conflict or dispute with the Publisher, you hereby undertake that the dispute will be deliberated solely in a courthouse in the State of Israel.

I hereby confirm my agreement to the terms of the license agreement, as set out above.

Date \_\_\_\_\_

Name of Signer \_\_\_\_\_

Position \_\_\_\_\_

Signature of Institute Representative \_\_\_\_\_

Institute Seal