

WEBSITE REGULATIONS

January 2020

Welcome to the Zikaron BaSalon Foundation website.

The Zikaron BaSalon Foundation wishes to enable and create an open dialogue about remembrance of the Holocaust and its effect on society in the past, the present and the future, amongst others by means of aiding in the organization of home meetings between hosts and guests (as defined hereinafter), some of them testifiers (as defined hereinafter) who recount to the audience of guests and others their stories and experiences from the time of the Holocaust. The meetings take place at various locations in the homes of the hosts throughout Israel (and in other countries worldwide). Through these meetings Zikaron BaSalon wishes to honour and preserve the remembrance of the Holocaust for future generations.

These regulations ("the regulations") arrange the relationship between the testifiers, the hosts and the guests in a Zikaron BaSalon activity, including website surfers ("the participants") and sets out the rules according to which the participants can take part in the Foundation's activity. These regulations constitute a binding contract between the participants and Zikaron BaSalon. Please read the regulations thoroughly, as surfing and/or registration and/or any other use of the website shall be considered as consent to the rules detailed in these regulations.

These regulations are worded in the masculine gender solely for convenience and they relate to both genders equally. In any place in which the wording of the content of the website is in the singular form it relates to both the singular and plural forms accordingly.

The internet websites: zikaronbasalon.org , zikaronbasalon.com i- zikaronbasalon.herokuapp.com (hereinafter jointly: "the website") are operated by the Zikaron BaSalon Foundation, a registered foundation No. 580662070, of 4/11 Peat Hashulchan Street, Tel Aviv-Jaffa and/or its representative (above and hereinafter: "Zikaron BaSalon"). For any question or enquiry in regard to the website please contact the offices of Zikaron BaSalon by means of email: info@zikaronbasalon.com.

In any place in which the term "Zikaron BaSalon" appears in this website, the intention is to Zikaron BaSalon and/or its employees and/or its service providers and/or its representatives, accordingly.

Surfing and/or use by you of the website, in any shape or form constitutes your consent and confirmation to that stated in these regulations and your undertaking pursuant to it. Zikaron BaSalon reserves its right to update and amend the provisions of these regulations including the terms of use from time to time, subject to any law, at its sole discretion, and without the need to notify of such in advance. The validity of any update or amendment to these regulations including the terms of use incorporated therein shall be imposed from the time of its publication on the

website unless it shall be stated otherwise. Zikaron BaSalon shall notify of any significant changes in the regulations in a prominent position on the website. Moreover, it is recommended that you read the regulations from time to time in order to be updated and ascertain that you are aware of the terms. Your use of the website constitutes your unconditional consent to the terms of these regulations including the privacy policy, on each entry to the website. If you do not agree with the terms of use for the website, in entirety or in part, do not make use of the website for any objective whatsoever, and you shall not have any plea, claim and/or demand vis-à-vis Zikaron BaSalon or its representative.

DEFINITIONS •

“Testifiers” – Holocaust survivors, second generation of the Holocaust, third generation of the Holocaust and humanities and academia experts on Holocaust research. ○

“Host” – one who wishes to host a Zikaron BaSalon meeting. ○

“Meeting” – an event with the participation of a host/s, guests, and sometimes including a testifier. ○

“Guest” – one who wishes to participate in a meeting. ○

“Surfer” – anyone who surfs or makes any use of the website, whether he is a host, guest, testifier or other. ○

THE WEBSITE SERVICES •

The website constitutes a platform which assists in the organization of the Zikaron BaSalon activities, and inter alia organizing the meetings, which constitute intimate remembrance evenings, and it serves the hosts, the testifiers and guests as one. ○

Furthermore, the website could contain diverse contents that shall be uploaded and shared at the discretion of Zikaron BaSalon or its representative, including movies, recordings, written testimonies, various documents and referral to other websites. ○

TESTIFIERS •

A testifier who wishes to recount his story in a meeting shall transfer the following details to the Zikaron BaSalon representative and/or shall register via the website and enter the following details into the designated place on the website: first name and surname, telephone of the testifier, email of the testifier, telephone of a contact person on behalf of the testifier, email of the contact person on behalf of the testifier, the relationship of the contact person to the testifier, the full residential address, the dates suitable for the meeting, the language in which the testifier wishes to recount his story, accessibility requests (does he require an elevator, microphone or any auxiliary accessory), and a short background about his story. It shall be clarified that transfer of the details does not obligate Zikaron BaSalon to organize a meeting and/or to invite the testifier to a meeting. ○

Zikaron BaSalon does not have responsibility for the truth and/or the content of the testifier’s story, and it is based solely and only on the testifier’s memory. ○

Inasmuch as the testifier provides his details to the website (or by any other method) by means of a third party who is not a representative of Zikaron BaSalon (“the referring individual”) the referring individual declares and confirms that he has received the explicit consent in advance of the testifier to provide his details to Zikaron BaSalon, and the terms of these regulations shall be imposed on the testifier and on the referring individual jointly and severally.. ○

The testifier is responsible for arriving at the meeting on the date and time coordinated with him and to inform Zikaron BaSalon and the host as soon as ○

possible as to any delay or other circumstances which preclude him from participating in the meeting. Zikaron BaSalon has no liability and/or undertaking in regard to the arrival of the testifier to the host's home and/or in regard to the testifier's personal or medical circumstances.

The testifier shall arrive at the meeting and shall participate in it of his own free consent and will. ○

The testifier declares that there is no legal, contractual or other preclusion for his participation in the meeting, and that all the details that he has provided to Zikaron BaSalon by means of the website (or by any other method) are correct and accurate. ○

HOST •

A host wishing to host a meeting can register by means of the website and accordingly enter in the designated place for such on the website the following details: first name and surname, telephone, email, languages that the host speaks, residential address and floor, details about accessibility (whether there is an elevator, stairs at the entrance to the building etc), the requested dates and times for the meeting, the minimum and maximum number of guests that he can host and any other relevant detail to coordinate the meeting. It shall be clarified that the very transfer of details does not obligate Zikaron BaSalon to coordinate a meeting with the host. ○

Zikaron Basalon is permitted, however is not obligated, to help in coordination of the meetings between hosts and testifiers. ○

A host shall not unreasonably refuse to host any testifier and/or guest at the meeting. ○

The host agrees that his first name and address (town and street name) shall be published on the website for the purpose of coordinating the meetings. The host may choose to share the details of the meeting which he shall host on social networks by using the link to the Zikaron BaSalon website. ○

The host may choose to close registration for the meeting in his home, and not to enable additional guests to register for the meeting as aforementioned. ○

For the purpose of cancelling a meeting the host shall send a cancellation request to Zikaron BaSalon in writing to the email: info@zikaronbasalon.com ○

The host shall be solely responsible to inform the testifier and the guests who registered for the meeting as to cancellation of the meeting and/or as to any change in the details of the meeting, as soon as possible. ○

The host declares that there is no legal, contractual or other preclusion from hosting the meeting in his home and that all the details transferred by him to Zikaron BaSalon on the website (or by any other method) are correct and accurate. ○

GUESTS •

A guest who wishes to receive notification where a meeting is taking place can register by means of the website and enter the following details into the place designated for such on the website: first name and surname, telephone, email, address, the preferred location to be a guest, the language in which he would prefer to hear the story of the testifier and requests for accessibility inasmuch as there are such. It shall be clarified that the very transfer of the details by the guest does not obligate Zikaron BaSalon and/or the hosts to invite the guest to the meetings. ○

For the purpose of participation in meetings, the guest shall send by means of the website a request to be a guest. Zikaron BaSalon does not undertake to ○

accept the requests as aforementioned, in entirety or in part, and the guest shall not have any complaint about such.

The guest shall respect the host and the rest of the participants and the place of the meeting, and shall not interrupt during the testimony. ○

The guest is responsible to arrive at the meeting for which he has registered, and to inform Zikaron BaSalon and the host as soon as possible inasmuch as he does not intend to participate in the meeting. ○

The guest declares that he has no legal, contractual or other preclusion from participating in the meeting and that all the details that he transferred to Zikaron BaSalon on the website (or by any other method) are correct and accurate. ○

PARTICIPATION FREE OF CHARGE It shall be clarified that the testifier and the host are carrying out their roles on a voluntary basis and without a fee; that the meetings are free of charge for the participants; and that no charge shall be made for the event and/or the testimony at the meetings. ●

THE ACCURACY OF THE DETAILS The participants undertake to enter onto the website accurate, updated and genuine details only. Moreover, Zikaron BaSalon has no responsibility for erroneous entries of the details of the participants and none of the participants shall have any plea and/or demand for such vis-à-vis Zikaron BaSalon or its representative. Inasmuch as Zikaron BaSalon shall discover that a participant entered erroneous details, it is permitted to delete the participant's details from the website immediately and to prohibit his participation in meetings and/or the use of the website. ●

PUBLICATION OF DETAILS Details of the meetings (the first name of the guest, town and street name) shall be disclosed on the website and this so that the surfer shall be able to decide whether he wishes to participate in meetings. ●

SAFEGUARDING PRIVACY Prior to and during the meetings, the participants could be exposed to personal details about other participants and in particular the details of the testifiers and the hosts. This is information which has been disclosed by other participants independently and from choice, and Zikaron BaSalon is not responsible for its very disclosure or the use made of the information as aforementioned by any of the participants. By their very participation in the meetings the participants undertake not to make use of the details which were disclosed to them, apart from use for the purpose of coordinating the meetings and their execution, and not to transfer them to any third party without the consent of the participant to disclose the information in advance. ●

PUBLICATION OF DETAILS OF THE PARTICIPANTS ●

Zikaron Basalon is permitted to photograph the meetings and upload them onto the website and/or any other media at the discretion of Zikaron BaSalon, and there shall be no claim about such by any of the participants. Inasmuch as a participant does not wish for his photograph or his details to be published, the participant shall contact Zikaron BaSalon in advance and in writing to hide/blur his photograph and/or his other details. ○

The participants agree that photographs and/or video clips inasmuch as they shall be filmed during the meetings shall be published on the website and/or publications on behalf of Zikaron BaSalon in any shape or form whatsoever and in any media whatsoever, and that the participants shall not be entitled to any consideration for such. ○

DATABASE It shall be clarified that at the time of registration to the website, your details shall be automatically saved on the Zikaron BaSalon database ("the database") and your registration to the website constitutes your consent for such. It shall be clarified that if you do not wish to be included in the Zikaron BaSalon database, Zikaron BaSalon ●

shall not be able to allocate you for meetings. The information shall be saved on the database for as long as is required for implementation of the objectives of the database.

RECEIPT OF NOTICES On registration to the website, the participants shall be requested to provide their explicit consent to receive notices, including questionnaires which shall be sent from time to time in order to improve and streamline Zikaron BaSalon's activity, by email, post, text messages and telephone calls from Zikaron BaSalon or its representative. Furthermore, the participants confirm receipt of notices with a marketing and/or commercial nature from Zikaron BaSalon by electronic methods. At any stage you may request removal from Zikaron BaSalon's distribution list by writing to the email address: info@zikaronbasalon.com your request will be handled within fourteen (14) working days,

INTELLECTUAL PROPERTY •

All the data, designs and information found on the website, apart from information found in links to other websites directed to by the website and/or that could refer to them ("website content"), are the exclusive property of Zikaron BaSalon, and the information and/or the services inasmuch as they are provided by it on the website should not be considered to award any license whatsoever or any rights whatsoever to the website content and/or the intellectual property rights of Zikaron BaSalon or third parties, accordingly. "Intellectual property rights" in these regulations means rights in any shape or form to the website content, the concept behind the foundation of the website, including copyright, computer codes, user interfaces, trademarks, designs, models, trade names and business names, knowhow and information, methods, plans, technologies, technical information, corporate information, trade secrets and any parallel or derived right in any website of the aforementioned, whether it is written or not, in Israel or worldwide. The intellectual property rights are under the sole and exclusive ownership of Zikaron BaSalon. The website content should not be duplicated or published in entirety or in part and/or use should not be made of the information therein, including commercial use, without the explicit consent in advance and in writing by Zikaron BaSalon. Furthermore, no amendments should be made to the website, duplication, distribution, transmission, presentation to the public, photocopy, publishing or transfer to a third party of any part of the website content without receiving the consent of Zikaron BaSalon in advance and in writing.

Any advertisement presented on the website on behalf of an entity that is not Zikaron BaSalon is the property of the advertiser and under its sole responsibility, and no use should be made of it that harms the advertiser's rights.

LIMITATION OF LIABILITY •

Zikaron BaSalon is not liable for any delay in a meeting or cancellation of a meeting for any reason whatsoever and does not undertake to advise of a cancellation or a delay as aforementioned to any of the participants. Furthermore Zikaron BaSalon is not liable for the comfort and/or the accessibility and/or any other conditions at the place of the meeting, the scale or the nature of the contents that shall be raised at the meeting, the identity of the participations in the meeting, the nature of the meeting and/or the discussions at the meeting inasmuch as they shall develop. The participants or their representatives have no and shall not have any plea and/or claim and/or demand in regard to all of the aforementioned against Zikaron BaSalon.

Furthermore, Zikaron BaSalon has no liability for any damage, direct or indirect, or for any harm whatsoever that shall be caused to any of the participants during the meeting for any reason whatsoever, and as a consequence of such none of the participants or third parties shall have any claim and/or plea against Zikaron BaSalon or its representative.

The information presented on the website appears as is, as it is received from the participants or from other entities. Zikaron BaSalon is not and shall not be liable, directly or indirectly, for the measure of accuracy, the truth and the reliability of the information as it is received from the participants or any third party. Reliance on the content of the website is under the full responsibility of the surfers.

The use of the website and the services offered on it is at your discretion and under your responsibility only. The use of the website and the contents are provided to you free of charge as is pursuant to a decision by Zikaron BaSalon and you shall not have any plea, claim or demand vis-à-vis Zikaron BaSalon or its representative for the properties of the use or the service, its abilities and its limitations, its suitability for your needs or the responses that the publication shall arouse (if at all), if and inasmuch as there shall be such on the website.

Zikaron BaSalon shall do all that it is able to ensure the good order of the website. However, Zikaron BaSalon does not undertake that the services on the website shall be given in an orderly fashion or without breaks and/or disturbances, shall be executed with certainty and shall be immune from unauthorized access to the Zikaron BaSalon's computers and/or software or from any damages, malfunctions, defects or failures, inter alia in the hardware, software, communication lines and systems, at Zikaron BaSalon or any of its suppliers or with your system, and you shall not have any claim vis-à-vis Zikaron BaSalon and/or the Zikaron BaSalon service providers in regard to such. You are aware of the fact that it is possible that in the future the service may not be available due to maintenance, upgrading or for any other reason. Zikaron BaSalon shall do all that it is able in order to ensure that the links found on the website shall be in good order and shall lead the surfers to an active internet website. Notwithstanding the aforementioned Zikaron BaSalon does not have any liability for an inactive or inoperable or inappropriately secured link. Zikaron BaSalon is permitted at any time to delete links from the website that appeared on it in the past or to abstain from adding new links – all at its sole discretion. The very existence of the link to a certain external website within the website does not constitute confirmation that all the information on this external website is complete, trustworthy, updated and reliable.

Zikaron BaSalon shall be permitted at any time to discontinue the website and/or to change its structure, its appearance, the method of its operation and the availability of the services and the products offered on it (inasmuch as they are offered) from time to time and this without notifying the surfers of such. Use of the website after any change or update whatsoever to the terms of use of the website constitutes your consent to the updated terms of the website. In any event, the participants shall not have any plea or demand vis-à-vis Zikaron BaSalon in regard to the availability of the website, the content of the website and execution of changes or updates as stated in this section.

Use of the website is subject to all the relevant local, state and international laws and regulations and the participants undertake to act pursuant to any law

in regard to the use of the website and its services and to make lawful, reasonable and fair use only of the website.

ADVERTISING BY THIRD PARTIES, LINKS TO OTHER WEBSITES ● The website could include, from time to time, links to external websites which are not related to and do not belong to Zikaron BaSalon (hereinafter: "external websites"). Zikaron BaSalon is not liable for the good order and/or the content of the external websites and/or use of the external websites, and it has no and shall not have any liability, control or possibility of supervising the contents found on the external websites, and/or the privacy policies of the external websites. Nothing by the very appearance of the links on the website shall constitute a recommendation by Zikaron BaSalon to visit them. Your visit to the other websites is at your discretion and under your sole responsibility.

MISCELLANEOUS ●

Zikaron BaSalon does not discriminate based on age, gender, race, ethnicity, nationality, religion, sexual preference or any other status. ○

Zikaron BaSalon reserves its right to cancel or refuse to hold a meeting and this at its sole discretion. ○

Zikaron BaSalon is permitted to assign and/or transfer and/or convert its rights pursuant to these regulations, or part of them, to any corporation or third party entity at its sole discretion and without the need to notify of such in advance. ○

The laws of the State of Israel shall be imposed on these regulations. The sole jurisdiction for any matter relating to these regulations and the use of the website is the authorized courts in the Tel Aviv-Jaffa area. ○

If any of the terms of these regulations shall be found to be illegal, invalid or unenforceable for any reason, this term shall be deleted from the regulations, and its ○