

# **Regulations, Terms of Use and Privacy Policy on the Site**

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**Avner Muller, a.d. 057227274 ("AvnerMuller")** welcomes and thanks you for choosing to browse the website operated at: **www.Israel-Tours.nl** ("the Site").

**Avner Muller** is a certified tour guide who offers and provides guiding services in the field of tourism in Israel and abroad. The Site also provides information about excursions, tours, sightseeing, and travel destinations as well as tips and general advice in these areas. The services are available in Dutch, English, and Hebrew, and are addressed to an international audience. In addition, the Site reserves the right to manage a virtual store for the purchase of services and products or advertising various promotions (the "**Services**").

## **1. Use of the Site:**

- 1.1. These Terms and Conditions of Use constitute a binding agreement between you, whether privately or through a corporation ("**you**"), and the Site regarding browsing and using the Site on any computer or other communication device such as mobile phones, tablet computers, etc. They also apply to the use of the Site and/or related sites through an application or any other means. Read the terms and conditions of use carefully, because browsing the Site and performing actions on it indicates your agreement to the conditions contained in these regulations and terms of use ("**the regulations**").
- 1.2. Browsing the Site is permitted at any age. Engagements or contacts of any kind are intended for those with legal capacity from the age of 18 only. The communication of a minor under the age of 18 on the Site requires the approval of a parent or guardian.
- 1.3. As a rule, browsing and using the Site does not require registration, and it is open to any surfer. Without derogating from the aforesaid, the Site reserves the right to prevent a user who has not registered to the Site from accessing certain services on the Site, for any reason or reason whatsoever, at its sole discretion, without the need for prior notice or warning and without being liable for any damage due to its decision.
- 1.4. In the event that it is determined that a provision of these Regulations is unenforceable or invalid on any behalf, this shall not affect or impair the legality, validity, and enforcement of the other provisions of the Regulations.

## **2. Intellectual:**

- 2.1. Unless explicitly stated otherwise, all copyrights and intellectual property rights in the Site, including designs, images, audio, video, text, databases, software, code (the "**Content**") as well as logos, trademarks, etc. (the "**Marks**") are owned by the Site only, or by a third party, who has authorized the Site or granted a license to the Site to use the Content or Marks by law, including the Site's business partners.
- 2.2. The Content and Marks are provided as "AS IS" for personal use only. Unless explicitly stated otherwise, you may not copy, distribute, publicly display, publicly perform, transmit to the public, modify, process, create derivative works from, sell or rent any part of the foregoing, whether directly or through or in collaboration with a third party, in any way or by any means whether electronic, mechanical, optical, Means of photography or recording, or by any other means and way, without obtaining the prior written consent of the Site or other rights holders, as the case may be, and subject to the terms of the consent.

- 2.3. If and to the extent that such consent has been given, it is necessary to refrain from removing, deleting, or disrupting any notice or mark regarding intellectual property rights, for example, the copyright mark ©, or trademark ®, accompanying the content used.
- 2.4. Provided that you are entitled to browse the Site, the Site grants you a limited license to use it and to download or print a copy of any portion of the Content to which access is properly granted for personal, non-commercial use only.

3. **Copyright and Intellectual Property Infringement:**

- 3.1. We respect the copyright and property of others. If you believe that information or content on the Site infringes your proprietary rights, please contact us using the contact details at the bottom of these Terms and Conditions.

4. **User Declarations:**

- 4.1. When browsing the Site, you represent and warrant as follows: (i) browsing and using the Site is at your sole risk; (2) the details you entered when leaving the details and/or purchasing on the Site are correct, up-to-date, accurate and complete; (3) If necessary, in the event of a change in details, you will update them when contacting the Site; (iv) you are legally competent and agree to the terms of Use; (v) you will not use the Site by automated or non-human means, whether through a BOT, script or otherwise; (6) you will not make illegal use of the Site; (7) Your use of the Site will not violate any applicable law or regulation.
- 4.2. The Site may prevent any user from using the Site at his absolute discretion. Without derogating from the aforesaid, the Site may block its access to it or part thereof if when leaving details on the Site were intentionally provided incorrect, outdated, or incomplete details.

5. **Prohibited Activity on the Site:**

- 5.1. You may not use the Site except for the purposes for which it is intended. Use of the Site is permitted for private and personal purposes only and may not be used for commercial purposes other than those specifically authorized by the Site.
- 5.2. As a user of the Site, you agree not to:
  - 5.2.1. retrieve data or other content from the Site to create or assemble a collection, database, or directory without the prior written permission of the Site;
  - 5.2.2. make any use of the Site designs;
  - 5.2.3. make unauthorized use of the Site, including collecting email addresses, etc. by electronic or other means for the purpose of sending email by automated means;
  - 5.2.4. circumvent, disable or otherwise interfere with the security of the Site, including the use of applications that prevent or restrict the use or copying of any content;
  - 5.2.5. defraud or mislead the Site and/or its users;
  - 5.2.6. make improper use of the Site's support services or submit false reports regarding the use of the Site;
  - 5.2.7. make automated use of the system, such as the use of scripts for sending comments or messages, or the use of data mining, robots, or similar data collection and extraction tools;
  - 5.2.8. attempt to impersonate another person and/or transfer access information to another person;
  - 5.2.9. use the information received on the Site to harass, abuse, or harm another person;

- 5.2.10. use the Site as part of any effort to compete with the Site;
  - 5.2.11. retrieve, decode or reverse engineer any part of the Site, an option on the Site or an application on the Site;
  - 5.2.12. harass, intimidate or threaten any of the Site's employees or agents;
  - 5.2.13. delete the copyright or proprietary rights notice from any content or mark;
  - 5.2.14. copy or adapt all or part of the Site code, including but not limited to HTML, Java Script PHP, CSS, JSON, or other code;
  - 5.2.15. upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including the use of spam, which would interfere with the use of the Site;
  - 5.2.16. to perform an action that will damage or damage the Site, at the discretion of the Site;
  - 5.2.17. Use the Site in a manner inconsistent with law, regulations, and case law.
- 5.3. Without derogating from any additional right, any use of the Site in violation of the foregoing may result, inter alia, in termination or suspension of your rights to use the Site.

6. **Third-Party Content:**

- 6.1. The Site may use links to other websites ("Third Party Sites") as well as articles, images, text, graphics, images, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third-party sites ("**Third Party Content**"). Third-party sites and third-party content are not researched, monitored, or reviewed by the Site and the Site is not responsible for any third-party content posted through the Site, accessed through the Site, made available through or installed through the Site, including any content, opinions, reliability, privacy practices, or other policies of or contained in third sites or third-party content. Use of a link or permitting the use or installation of third-party sites or any content of any third party does not imply approval or approval thereof by us, and the responsibility for accessing this link rests solely with the user, who must check it before entering it.
- 6.2. The Site does not take responsibility for any purchase you make from third-party sites or from other companies that will be made and will be in effect exclusively between you and the relevant third party.

7. **Site administration:**

- 7.1. We reserve the right to (i) monitor violations of these Terms of Use; (2) take legal action against anyone who violates the provisions of the law or the provisions of these Terms of Use, at the sole discretion of the Site, including, without limitation, reporting the User to law enforcement authorities; (iii) refuse, restrict access, limit availability, or disable (to the extent technologically feasible) any contribution by you to the Site or any part thereof, at the Site's sole discretion and without limitation; and (4) to manage the Site in a manner that will protect its rights and property and facilitate its proper functioning.

8. **Permission for mailings, publications, and advertisements:**

- 8.1. A user who has left details on the Site and is attached to the mailing list of the Site, confirms the use of his details for the purpose of receiving marketing information, updates, and advertisements that the Site will perform from time to time.
- 8.2. A user who has left such details will be subject to the mailing instructions specified in the regulations below.

- 8.3. It is forbidden to leave the details of another person on the Site without his consent and/or without his presence in front of the screen when leaving the details and after all the terms of the regulations have been explained to him.
- 8.4. When leaving the details, the user will be asked to provide personal details such as first name, last name, telephone and an active e-mail address (at the sole discretion of the Site). Providing incomplete or incorrect information may prevent the use of the service and thwart contact if necessary. In case of changing details, they must be updated on the Site.
- 8.5. It is clarified that there is no obligation by law to provide details on the Site, but without providing them it will not be possible to receive marketing content and updates from the Site.
- 8.6. The Site will not make use of the details provided, except in accordance with the privacy policy of the Site which is an integral part of the regulations.
- 8.7. 8.7. Leaving details on the Site and confirming receipt of marketing content includes, among other things, receipt of marketing content, information regarding promotions, updates, and discounts offered to registered users.
- 8.8. Mailing approval (receipt of marketing content) as previously mentioned, constitutes the surfer's consent to the sending of advertisements according to the Israeli Communications Law (Bezeq and Broadcasting) (Amendment No. 40) 2008 (the "**Communications Law**").
- 8.9. It is clarified that the details left can be removed at any time from the mailing by clicking on "To be removed from the mailing list" or any similar text that appears at the bottom of each mailing sent or by contacting the Site by email.
- 8.10. The Site may cancel the registration of a surfer to the mailing list at its absolute discretion. Without derogating from the aforesaid, the Site may prevent surfers from browsing and/or cancel the registration to the mailing list, or block access to it in any of the following cases:
  - 8.10.1. If when leaving the details and/or purchasing on the Site, incorrect details were intentionally provided;
  - 8.10.2. In the event that the Site is used to commit or attempt to commit an illegal act under the laws of the State of Israel, or an act that appears to be illegal as aforesaid, or to enable, facilitate, assist or encourage the commission of such an act;
  - 8.10.3. if the terms of the regulations have been violated;
  - 8.10.4. If any action has been taken by a surfer that will prevent others from continuing to use the Site in any way.
  - 8.10.5. The information in the mailing should not be construed as a promise of any result and/or a warranty for the product and/or service offered on it.
- 8.11. The Site will not be liable for any damage (direct or indirect), loss, mental anguish, and expenses caused to leave details and/or to any third parties because of using or relying on any content, information, data, representation, advertisement, product, service, etc. that appear in the mailing. Any such reliance is made at the sole discretion and responsibility of the person leaving the details.
- 8.12. The mailing as a whole, including all the information appearing therein, is offered as is and will be as accurate and correct as possible, however, the information may not be complete, or alternatively, technical or other errors may have occurred in the information.
- 8.13. The user confirms that he will have no claim regarding advertisements and/or advertisements displayed on the Site, including in connection with their location on the Site. It is clarified that with regard to advertisements presented under the auspices of third parties, the Site has no interference in the selection of the advertisements displayed, the veracity of their content and the order in which they appear.

9. **Finish:**

- 9.1. The terms of these terms and conditions will remain in effect when using the Site. Without derogating from any other provision of these Regulations, the Site reserves the right to prevent any user from using the Site (including blocking certain IP addresses), for any reason or reason whatsoever (without having to provide a reason or reason), at its sole discretion, without the need for prior notice or warning and without being liable for any damage due to its decision. In addition, the Site may terminate your use of it and any content or information that you have posted at any time, Without prior warning.

10. **Changes to the Site, malfunctions, and service outages:**

- 10.1. The Site reserves the right to change from time to time or remove the content of the Site for any reason at its sole discretion and without prior notice. The Site is under no obligation to update any information or content on the Site.
- 10.2. The Site will not be liable to you or to any third party for any modification, suspension, or discontinuance of such service.
- 10.3. The Site does not guarantee that the Site's services will not be interrupted, will be provided regularly or without interruptions, will take place safely and without errors, and will be immune to unauthorized access to the Site's computers or to damages, malfunctions, malfunctions or failures - all in hardware, software, communication lines and systems at the Site or any of its suppliers.
- 10.4. The Site reserves the right to change, at any time and without prior notice, the terms and conditions in these Regulations that apply to the use of the Site, and these changes will take effect immediately upon their introduction into the Regulations.

11. **Jurisdiction:**

- 11.1. These Terms and Conditions and the use of the Site shall be governed solely by the laws of the State of Israel, but the rules of choice of international law set forth therein shall not apply.
- 11.2. The courts in Tel Aviv (ISRAEL) will have unique and exclusive jurisdiction over any matter arising from and/or related to the regulations and/or legal disputes that may arise between you and the Site.

12. **Accuracy/ Technical and other fixes:**

- 12.1. The Site as a whole, including all the information appearing therein, is offered to the public as is, and will be as accurate and correct as possible, however, the information may not be complete or, alternatively, technical, or other errors may have occurred in the information. The Site reserves the right to correct such errors and/or errors and/or inaccuracies and to update the information on the Site at any time and without prior notice.

13. **Responsibility of the Site:**

- 13.1. The content on the Site is provided for use "as is". They cannot be adapted to the needs of each and every person. The user will have no claim, suit, or demand against the Site in respect of features of the content, their capabilities, limitations, and/or suitability to his needs, and the use of the Site will be the sole responsibility of the user of the Site.
- 13.2. The use of the Site will be made the sole and full responsibility of each surfer. The Site does not guarantee that content and services published on the Site will be complete, correct, legal, or accurate or will meet the expectations and requirements of any surfer. The Site shall not bear any liability for any consequence arising out of them, or their use, or

reliance thereon, including: (1) errors, errors, and inaccuracies; (2) damage to body or property, of any kind, caused due to the use of the Site and/or purchase on the Site; (iii) interference with access to or from the Site; (4) Any bugs, viruses, Trojan horses, etc. that may be transmitted to the Site by any third party.

14. **Privacy Policy:**

14.1. The Site respects the privacy of customers.

14.2. In addition to the information you provide when you register to the Site, the Site collects certain information about your computer, through which you visit and perform actions on the Site. The information is collected automatically (including through the use of "cookies") and may include IP addresses, browser type, browsing and entry times to the Site, the manner of browsing and the tool you use for the purpose of browsing, details about your Internet provider and the addresses of the websites from which you came (the information provided at the time of registration and the information collected by the Site as stated in this paragraph will be referred to together as "the information collected **on the Site**"). The information collected on the Site may be used by the Site for the following purposes:

14.2.1. Provide you with services and improve the Site and/or Services;

14.2.2. the proper operation of the Site;

14.2.3. analyze and manage the Site properly;

14.2.4. improving the customer service of the Site;

14.2.5. to contact or provide you with data in connection with the Site or Service;

14.2.6. In order to provide you with the information you have requested or additional information which the Site believes may be of interest to you, from time to time;

14.2.7. To tailor advertisements and commercial information according to your personal preferences;

14.2.8. To contact you by representatives of the Site regarding the products that the Site provides;

14.2.9. To conduct customer surveys and/or marketing studies that the Site conducts from time to time.

14.3. The Site and/or anyone acting on its behalf will not disclose and/or sell any information collected on the Site to any third party, except to those on their behalf to whom they provide the information collected on the Site solely for the purpose of providing service and completing a purchase process carried out on the Site, and who are also committed to fully protecting the confidentiality of the information collected on the Site.

14.4. However, the Site and/or anyone acting on its behalf will be entitled to transfer information collected on the Site to third parties (except for sensitive information such as credit card details, ID numbers, etc.) in any of the following cases:

14.4.1. Your prior written consent has been given;

14.4.2. The Site and/or anyone acting on its behalf are required by law to transfer the said information, for example, by virtue of a court order;

14.4.3. In order to protect the legal and proprietary rights of the Site and/or anyone on its behalf with respect to this Site;

14.4.4. In the event of a legal dispute between you and the Site which will require the disclosure of the details;

- 14.4.5. If you violate the Site's regulations or if you perform through the Site, or in any connection with the Site, actions contrary to or that are deemed to be contrary to the law, or any attempt to perform such actions;
- 14.4.6. In any case that the Site believes that the provision of the collected information is necessary in order to prevent serious damage to the user's body or property or to the body or property of a third party;
- 14.4.7. Sharing social networks such as Facebook, Instagram, TikTok, and others, and other online advertisers such as Google and others.

In addition, the Site may only provide third parties with general statistical information, which is not personal or private, regarding the use of the Site, such as the total number of visitors to this Site and each page of the Site, as well as the domain names of the Internet service providers of the Site visitors;

- 14.4.8. If the Site is merged into the activity of another entity or if the Site passes into the ownership of another corporation, it will be possible to transfer to the new corporation the information available on the Site, but only in the event that the corporation undertakes to maintain this privacy policy.
- 14.5. It is important to remember that it is not possible to 100% guarantee against hostile and determined activity on the part of foreign parties therefore there is no absolute security in these actions and the Site does not guarantee that the services on the Site will be completely immune from unauthorized access to the information collected on it.

15. **Indemnity:**

- 15.1. The user must indemnify the Site, its managers, business partners, or anyone on their behalf for any damage, loss, loss of profit, payment, or expense caused to them - including attorney's fees and legal expenses due to violation of the regulations.

16. **Miscellaneous:**

- 16.1. The terms of these Terms and Conditions constitute all agreements and understandings regarding the use of the Site. Failure to exercise or enforce a right or provision of these Regulations shall not be deemed a waiver by the Site of the exercise of the right or the enforcement of the provision. The Site will be entitled to assign to others all or part of its rights and/or obligations in these Terms of Use.

17. **Contact us:**

- 17.1. The Site strictly complies with the provisions of the law and respects the right of users of the Site and others to privacy and a good name. If you believe that content has been posted on the Site that harms you on any behalf, please contact us according to the details below and we will endeavor to deal with your request as soon as possible. Such inquiries may be forwarded by the following means:

Phone/WhatsApp:

+972-50-297-0450

Email:

avnermuller@gmail.com