

**TERMS AND CONDITIONS OF USE OF
ISRAELGIVES.ORG AND ISRAELTOREMET.ORG WEBSITES AND SERVICES
("TERMS AND CONDITIONS")**

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Israel Toremnet Ltd. ("IT") (registration no. 514228766), located at Yehuda Hayamit 14, Tel Aviv, 68134, operates www.israeltoremnet.org and www.israelgives.org (the "Websites"). These are the general Terms and Conditions which govern the user's use of the Websites. Please read these Terms and Conditions carefully. If you do not wish to be bound by these Terms and Conditions, you should not continue to use or access the Websites..

These Terms and Conditions may change or be updated from time to time. It remains your responsibility to access and check these Terms and Conditions whenever you access the Websites. The latest version of these Terms and Conditions will govern any future usage by you of the Websites. By registering for the websites, you are agreeing to these Terms and Conditions.

1. Introduction

1. IsraelGives is a fundraising partnership between the IsraelGives Foundation, an Israeli non-profit organization, American Support for Israel, Inc., an American 501(c)(3) public charity, and Israel Toremnet Ltd., an Israeli social enterprise which operates the IsraelGives.org and IsraelToremnet.org websites.

1.1 The goal of the websites is to serve as a source of information about Israeli charities to the general public in Israel and abroad, and to facilitate donating to Israeli legally registered non-profit organizations (charities). It is also a vehicle for fundraising for the IsraelGives Foundation for the benefit of Israeli charities, and independently for Israeli charities.

1.2 Through the websites, charities may promote themselves, fundraise, recruit volunteers, and communicate with their donors. Donors may make donations, register for volunteering, review charities, and receive updates.

1.3 IT acts as a trustee for funds donated through the Websites. Funds donated through the Websites are not donated to IT, but held in trust by IT until their transfer. In acting as trustee, and as facilitator of the transaction, IT charges a service fee, as detailed in Section 5.

1.4 All donations in Israeli shekels made through the websites are made by default to the IsraelGives Foundation, which receipts the donor and re-grants the funds, minus transaction fees as detailed in Section 5, to the charities to whom the donations were intended.

1.5 However, when an charity registers for the website, they receive the donations made to it directly, and not via the IsraelGives Foundation. The donor (user) and charity understand that the transaction fee, as detailed in Section 5, will be deducted from the funds that are held in trust by IT. The Charity is also aware that it is responsible for issuing a receipt to its donor, for the full amount of the donation.

1.6 All donations in U.S. dollars made through the websites are made to American Support for Israel, Inc., which will issue a receipt to the donor and re-grant the funds to the Charity to whom they were intended, subject to the agreement between the Charity and American Support for Israel, Inc. On a periodic basis, American Support for Israel, Inc. will transfer the net amount of the original donation to IT, which will then transfer the funds, minus the transaction fee, to the Charity. The Charity understand that it is responsible for issuing a tax receipt to American Support for Israel, Inc. for the full amount of its donation.

2. IT agrees that it will:

Donations and Fundraising

2.1 Hold donations in trust for the Charity to whom the donations were designated. These funds do not belong to IT, but to the Charity itself.

2.2 Operate the Websites so that donors can make online donations by credit card or other means through the Charity's area on the Websites, or other areas on the Websites. The User's use of the Websites and its services is on an "as is" and "as available" basis;

2.3 Set up arrangements to ensure that all donations made to the Charity (after deduction of transaction fees) are paid out on a periodic basis from IT to the Charity, either directly into the Charity's bank account or mailed by check to its legally registered address.

Support and Donation Acknowledgements

IT will:

2.4 Send immediate e-mail acknowledgements to donors in respect of each donation made to the Charity via the Websites;

Personal Identifiable Information

IT will:

2.5 Capture personal identifiable information comprising donor's name, title, address and email address ("Personal Identifiable Information") and protect and secure such information.

2.6 Abide by the instructions of all donors in respect of their personal information;

2.7 Provide the user with access to a secure, password-protected Account on the Websites where the user can view and download details of donations made, track and control recurring monthly donations, and if donations are in made in U.S. dollars to re-print their receipts.

Site Maintenance and Miscellaneous

2.8 Undertake general maintenance and upkeep of the Websites from time to time. During this period, the Websites shall not be available for use.

Intermediary

2.9 IT, as operator of the Websites, acts as an intermediary between the Charity and the individual users of the Websites and while the Charity and the individual user information resides on the Websites, Charities and individual users exercise editorial control over the content of such information. In the event that IT is made aware of or has knowledge of any unlawful activity or information on the Websites, IT shall act to remove or disable access to the information. IT shall not be liable to the user as a result of its role as intermediary.

3. User agrees that he shall

3.1 Ensure that the content supplied by it to IT for display on the Websites will not be in violation of any law or regulation or be defamatory, obscene or breach any intellectual property rights of a third party or breach any right or duty owed to a third party;

3.2 Permit IT to deduct a transaction fee, as detailed in Section 5, from the funds that are held by IT in trust.

4. Fees

There are no fees for registering or operating an account on the Websites. If donations are made through the websites, then the following transaction fees are charged:

Transaction Fees

4.1 A service fee of 3% (plus sales tax) of the gross amount of every donation, as well as credit card or Paypal fees, and bank charges, where applicable, for currency exchange and money transfer.

IT is hereby authorized to deduct the transaction fee together with credit card and bank charges from the donation.

5. Rights

All intellectual property rights in any material (including text, photographs and other images, trademarks and logos) contained in this Websites is either owned by IT or has been licensed to IT by the rights' owner(s) so that IT can use this material as part of its Websites.

6. Termination

6.1 The User agrees that its use of the Websites is on an "as is" and "as available" basis and that its use of the Websites is at the user's sole risk. IT does not guarantee continuous uninterrupted or secure access to our Services and operation of the Websites may be interfered with by numerous factors outside of IT's control. On that basis, except as expressly set out in these Terms and Conditions, IT does not enter into conditions, warranties or other terms in relation to the Websites, to the extent permissible by law.

6.2 Subject to Section 7.1, in no event shall IT be liable (whether for breach of contract, negligence or for any other reason) for any loss or damage which the user may claim to have suffered by reason of its accessing and use of the Websites, including (but not limited to) loss of profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, consequential or special loss, however arising.

6.3 IT may change the format and content of the Websites from time to time. The user should refresh its browser each time it visits the Websites to ensure that the user downloads the most up to date version of the Websites, including the latest version of these Terms and Conditions.

7. Confidential Information

7.1 During the term of the user's membership and for a period of seven (7) years thereafter, the parties shall treat as strictly confidential all information about the other which has been acquired as a result of the use of IT's services and which is not in the public domain. No party shall use or disclose to any third party such information belonging to the other party without that party's prior written consent, except where required to do so by law. This Section shall survive termination of these Terms and Conditions.

8. Membership and Termination

8.1 Membership on the websites begin with approval of registration, and continues until the user informs IT in writing of its desire to end its membership.

8.2 In addition to the rights of each party under Section 9.1 above, each party will have the right to terminate the user's use of and access to IT's services and the Websites with immediate effect by notice in writing when, and at any time after, the other party commits an act of default or commits any act or threatens to do any act the direct result of which is to damage or is likely to damage the reputation of the other party.

8.3 IT may terminate the user's access to the Websites immediately in the event that the user breaches any of these Terms and Conditions.

8.4 IT in any event reserves the right to withdraw the Websites from public access at any time, at its complete discretion. IT also reserves the right to discontinue fundraising for any Charity at any time, at its discretion.

9. Suspension of Websites or the Services

IT may, in its sole discretion, without liability to the user, suspend the operation of the Websites or the Services in full or in part at any time, for example but without limitation for repair or maintenance work or in order to update or upgrade the contents or functionality of the Websites from time to time.

10. Governing Law

These Terms and Conditions are governed by Israeli Law and are subject to the exclusive jurisdiction of the courts of the State of Israel.

11. Notices

Notices referred to above should be made in writing and sent by first class post to the addresses given in these Terms and Conditions. These Terms and Conditions represent the entire agreement between IT and the user for the use of the Websites and supersede any other representations made orally or in writing.

12. Third Party Rights

A person who is not a party to these Terms and Conditions has no right under Israeli Law to enforce any term of these Terms and Conditions.