

# Terms and Conditions of Congregation Tifereth Israel

These Terms govern

- the use of this Website, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

This Website is provided by:

## **Congregation Tifereth Israel**

40 Hill Street  
Glen Cove, NY 11542  
United States

**Owner contact email:** [webmaster@ctionline.org](mailto:webmaster@ctionline.org)

## **Information about this Website**

### **Membership Terms for users of ShulCloud**

*Last updated: May 20, 2021*

Welcome to the online, proprietary content management system for synagogues named "ShulCloud™" (the "Service") operated by Shulcloud, LLC, a Delaware limited liability company with an address at 1300 6th Avenue Columbus, GA 31901 ("ShulCloud", "we", "our", or "us"). The Service enables the participating synagogue subscriber who has registered with us by affirmatively indicating its agreement to abide by these Terms of Use through its authorized representative (this "Agreement") by means of a click-through consent or other legally enforceable mechanism ("Subscriber", "you", "your" or "yours") to use the rich functionality and user-friendly features of the Service. This Agreement sets forth the terms and conditions which govern your use of the Service.

The Service is a suite of web building tools and calendars and event management functionality and billing which enables Subscriber to manage and track various aspects of its synagogue memberships online and to interact with collected data using a variety of dynamic features. For the sake of clarity, a prospective Subscriber using the Service on a trial basis shall also be deemed to be a "Subscriber" for purposes of this Agreement.

#### 1 This Agreement.

1.1 Acceptance. Please read this Agreement carefully before accessing the Service. In order to use the Service, you must first agree to abide by the provisions of this Agreement. Subscriber indicates that Subscriber has read and agreed to be bound by the provisions of this Agreement by means of a click-through consent, where provided by ShulCloud, or otherwise upon commencing use of the Service. If you do not agree to be bound by this Agreement, you are not authorized to use the Service. Furthermore, you are not authorized to use the Service if (a) the person entering into this Agreement on behalf of Subscriber is not of legal age or otherwise does not have the legal capacity to form a binding contract with ShulCloud, or (b) such a person is barred from using the Service either (i) under the laws of the country in which such person resides or from which such a person is attempting to access the Service, or (ii) due to prior violations of this Agreement. For the sake of clarity, if any of Subscriber's employees, agents or other representatives are agreeing to abide by this Agreement on Subscriber's behalf, then Subscriber and such employee, agent or other representative each hereby represent and warrant that such employee, agent or other representative is fully authorized to bind Subscriber to this Agreement. Any individual executing this Agreement on behalf of a Subscriber shall be deemed to be the principal administrator of such Subscriber's access to the Service, unless and until ShulCloud receives an instruction to the contrary by an authorized representative of Subscriber.

1.2 Modifications. We reserve the right to modify this Agreement at any time. You agree to review this Agreement periodically to be aware of any such modifications. You further agree that your continued use of the Service after any such modifications have been made shall be deemed to be your conclusive acceptance of any modified version of this Agreement. We will indicate that changes to this Agreement have been made by updating the date indicated after "Last Updated" at the beginning of this Agreement. We will be happy to provide you with prior versions of this Agreement upon your written request to us. If you do not agree to abide by the initial version or any modified version of this Agreement, then you are not authorized to use the Service. The current version of this Agreement is accessible via the footer of the Service's homepage.

1.3 Your Users. In order to facilitate the user friendly access to the Service that we provide to your synagogue members and other associated persons who utilize the Service and/or whose information is otherwise posted to the Service by Subscriber or a person acting on behalf of Subscriber (each, a "Member" and collectively, "Members") if you enable such a feature, we do not require Members to click through an agreement directly with ShulCloud in order for them to access and use the Service. However, in order to protect ourselves from third party claims arising from or relating to use of the Service by Members or otherwise with Members, we require that you ensure that Members have agreed to certain terms and conditions of using the Service prior to commencing their use of the Service. Thus, you shall (a) post a copy of the (i) ShulCloud terms of use for Members where this has been provided to you by ShulCloud, and (ii) the ShulCloud privacy policy for the Service which can be found at [www.shulcloud.com/privacy](http://www.shulcloud.com/privacy) (the "Privacy Policy"), or via a link on the footer of each page of the Subscriber-branded webpage accessible through the Service, each of such documents in a manner which enables Members to freely view at any time ShulCloud's terms and conditions regarding such Members use of the Service as well as ShulCloud's privacy collection, retention and use policies which affect the information Subscriber and Members provide through the Service, and (b) indemnify ShulCloud from any and all Claims (as hereinafter defined) brought by a Member or Members, or any third party on their behalf, in connection with or related to their use of the Service or their inability to use the Service.

1.4 Payment Processing. Subscriber may sell and collect payments for its products and/or services through use of the Services hereunder. Subscriber agrees that any such sales and payment collection are subject to the additional terms and conditions that are located on ShulCloud's website at [https://www.shulcloud.com/merchant\\_terms](https://www.shulcloud.com/merchant_terms) as may be updated from time to time

## 1. Registration.

2.1 Subscriber Profile; Password. Upon becoming a Subscriber, you will receive a user ID and password ("Profile") to access your subscriber registration account ("Account"). You shall not allow any individual or entity to use your Profile to access the Service or otherwise, and you shall strictly safeguard the information that would allow any individual or entity to access the Service by using your Profile or Account. You are solely responsible for your failure to strictly safeguard such information and/or otherwise to permit any other individual or entity to access or use the Service by using your Profile or Account. You may not sell or otherwise transfer your Profile or Account or any portion thereof. You shall notify ShulCloud immediately of any unauthorized use of your Profile, Account or any portion of the Service. ShulCloud shall not be liable for any loss that results from the unauthorized use of your Profile or Account, either with or without your knowledge.

2.2 Accurate Information. Subscriber and each of its employees, agents or representatives using the Service shall provide us with accurate, complete and current information about themselves while using the Service, and Subscriber shall update all information provided by Subscriber or such individuals through the Service if and as soon as such information changes.

2.3 Disabling or Revocation of Account. We have the right to disable, suspend and/or cancel your Account with respect to any actual or alleged breach by you of this Agreement, at any time, as determined by us in our sole discretion. If we disable, suspend and/or cancel access to your Account, you may be prevented from accessing the Service, your Account details and/or any files relating to the Service and all other various Service materials, including without limitation all texts, comments, icons, images, message, tags, links, photographs, audio, video and other content appearing through the Service (collectively, "Content") which is contained in or accessible through your Account, all of which may be deleted by us. Such termination will mean that you will also lose access to all such Content, all of your Submitted Content (as hereinafter defined), though you will be provided the opportunity to download all of your Submitted Content if so requested in writing by you within ten (10) days of such termination and if you have paid all applicable Fees owed to us. If we terminate your Account for any reason other than for a breach by you of this Agreement, we will refund all prepaid and unused Fees (as hereinafter defined) paid by you and, provided that you request the following in writing within ten (10) days of such termination and have paid us all Fees owed to us, (a) provide you with or otherwise permit you to download a copy of all your Submitted Content, and (b) remove from publicly viewable portions of the Service all PII from your Submitted Content.

2.4 Cessation of Services. The form and nature of the services offered through the Service may change from time to time without prior notice to you. As part of our continuing innovation, we may stop (permanently or temporarily) providing certain Service features to you in our sole discretion, without prior notice to you.

1. Privacy. ShulCloud views the protection of your privacy and that of Members as an important responsibility. The terms regulating the handling of personally identifiable information ("PII") and other information submitted by you and Members in connection with the Service is described in the Privacy Policy. By using the Service, you consent to the collection and use by us of Member PII and other PII contained in Submitted Content or otherwise provided by Subscriber, as well as all other information as described in the Privacy Policy.

## 2. License; Fees.

4.1 License. You may use the Service for the purposes described in this Agreement for so long as you maintain a subscription to the Service, make timely payments of the Fees (as indicated below) and otherwise abide by the provisions for using the Service which are set forth in this Agreement or which otherwise are communicated to you by ShulCloud from time to time. In the event that your subscription expires or is otherwise cancelled by us, you will have no further access to the Service including any of the Submitted Content.

4.2 Our Fees. Your right and the right of Members to use the Service is contingent upon your registering with us (as explained above) and your paying in a timely manner our then current subscription fees and ancillary fees and charges (collectively, "Fees"). A current price list of our various Fees can be found at <http://www.shulcloud.com/plans>. We reserve the right to increase

or otherwise modify our Fees at any time upon providing 30 days' notice. Any increase or other changes related to existing subscription fees shall take effect immediately upon the expiration of your then current subscription term and new, increased or otherwise changed ancillary fees and charges may take effect immediately after the notice period. Unless otherwise stated, all Fees are quoted in U.S. Dollars. Fees charged are non-refundable except for due to fraud or other extenuating circumstances, as determined by us in our sole discretion, or otherwise as may be expressly set forth in this Agreement.

4.3 Processing Fees; Information. In order to process Fees paid by you, you will be asked by us to supply certain payment information, including without limitation, Subscriber's legal name, the credit card holder's full name, billing address and credit card information. You shall provide us with accurate, complete and current information at all times, and comply with the provisions of this Agreement and any ancillary agreement requested by our credit card settlement provider or otherwise in connection with your payment of Fees. ShulCloud and/or such a provider may store and use your payment information (including credit card information) for processing payments and for related reasons, and otherwise in connection with your requests.

4.4 All Charges Final. Except as described in Section 4.5 below, all Fees incurred by you through your Account are final. Your right to use the Service is conditional on our timely receipt of all applicable Fees. If any payment of Fees cannot be charged to your credit card or if a charge is returned or rejected for any reason, including without limitation by means of a chargeback, we reserve the right to suspend or terminate your Account, which may involve the deletion of all of your Submitted Content or other Content saved to your Account, after having given you five (5) days prior notice. You are fully responsible for all charges made under your Account.

4.5 Refunds of Fees. In the event that we charge you any Fees in error, you shall be refunded (as a credit to your credit card) such mistakenly charged Fees upon either (a) our receipt of written notice by you regarding your claim that such an error has been made along with corresponding evidence of such claim, and the independent verification by us after we have undertaken a good faith review to investigate such a claim, or (b) ShulCloud independently learning of and verifying that such an error has occurred. Any refund provided by us shall be your sole remedy for any erroneous charge of Fees by us or any person operating on our behalf. If you notice any charge on your credit card that was not authorized by you, you must immediately report this charge to us and to your credit card company.

4.6 Taxes. You are responsible for paying all Fees and applicable taxes associated with your use of the Service in a timely manner with a valid payment method acceptable to us. If your payment method fails or your Account is past due, we will attempt to collect all Fees owed by you using other collection mechanisms (including without limitation deducting the amount owed from your credit card), and for accounts over a certain number of days past due we may retain collection agencies and/or legal counsel, and you shall be responsible for all such costs and expenses that we incur in pursuing such actions.

#### 1. Submitted Content; Review of Submitted Content; Usage Restrictions.

5.1 Submitted Content. The Service offers Subscriber the opportunity for Subscriber and/or Members (if Subscriber enables such a feature) to post certain Content to the Service or otherwise to provide such Content to ShulCloud to be posted to your Account (collectively, "Submitted Content"). You acknowledge and agree that (a) the provision of Submitted Content in no way imposes any obligation on ShulCloud other than those expressly set forth in this Agreement, the Privacy Policy, or by applicable law, (b) all Submitted Content shall be accurate and shall not violate the copyright, trademark, patent, trade secret, right of publicity, right of privacy or any other intellectual property or other right of any individual or entity, (c) without limiting the foregoing, Subscriber and Members will not post any Submitted Content to the Service which contains Trademarks (as hereinafter defined) of any third party or other materials prohibited under this Agreement or otherwise by applicable law or regulation, (d) Subscriber and each Member hereby waives any and all claims (including, without limitation, claims based upon invasion of privacy, defamation, false light, or right of publicity) arising out of or related to any alteration, distortion or other use of a person's name, image or likeness or that of any third party which is included in any Submitted Content (including without limitation the photograph of any person), (e) Subscriber and/or any Member will not post any Submitted Content to the Service that was previously published or which is otherwise unoriginal, and Subscriber shall pay all royalties, fees and any other monies owing or owed to any individual or entity by reason of any Submitted Content posted to the Service, (f) Submitted Content may be subject to size and usage limitations (as determined by ShulCloud in our sole discretion), and Subscriber is responsible for ensuring that such limitations are adhered to, (g) Subscriber and Members will not post the PII of any child under the age of thirteen (13) to the Service unless Subscriber or any such Member (as applicable) has fully complied with the provisions of the Children's Online Privacy Protection Act of 1998, as amended, and all related regulations, and (h) all Submitted Content shall comply with all applicable sections of this Agreement (including without limitation the provisions of Section 5.3 hereof specifically), as well as with all applicable laws and regulations. Without limiting any other provisions of this Agreement, if any of your Submitted Content includes the name, image or likeness of any person, you represent and warrant that you have the right to use such name, image and likeness of such person, and to use any photograph and/or other image of such person, however reproduced or depicted, in your sole discretion, and that such use is free and clear of any obligation (including without limitation the obligation of compensation to you or anyone else), and you hereby transfer all such rights to ShulCloud to the extent necessary for such Submitted Content to appear on and be utilized through the Service without any of the ShulCloud Parties (as hereinafter defined) incurring any liability whatsoever.

5.2 Quality and Review of Submitted Content. ShulCloud does not have, and shall not have, any obligation to review Submitted Content, and therefore we do not guarantee the accuracy, integrity or quality of any Submitted Content and we cannot assure that harmful, inaccurate, misleading, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable Submitted Content will not appear on or through the Service including on any Subscriber-branded page of the Service. Notwithstanding the foregoing or anything to the contrary in this Agreement, ShulCloud has the absolute right (but not the obligation) to pre-screen, review, flag, filter and monitor all Submitted Content as determined by us in our sole discretion, and ShulCloud reserves the right

to alter, edit, refuse to post or remove any Submitted Content, in whole or in part, for any reason or for no reason, including circumstances in which you have or alleged to have violated or are likely to violate these Terms and Conditions (including the Usage Restrictions set forth in Section 5.3). ShulCloud also has the right to disclose Submitted Content and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request or to protect any of the ShulCloud Parties, Subscriber or Members, or our service providers, all as determined by us in our sole discretion.

5.3 Usage Restrictions. You shall not (and you shall not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, translate, adapt, decompile (or attempt to copy, modify, create a derivative work of, reverse engineer, translate, adapt or decompile) or otherwise attempt to extract any software underlying the Service.

Subscriber further agrees that neither Subscriber nor any Member shall use the Service in any manner that:

(a) is designed to interrupt, or destroys or limits the functionality of, any computer software or hardware or telecommunications equipment; (b) interferes with or disrupts the Service, services connected to the Service, or otherwise interferes with operations or services of the Service in any way; (c) infringes any copyright, trademark, trade secret, patent or other right of any party (including the promoting of an illegal or unauthorized copy of another person's copyrighted work), or defames or invades the publicity rights or the privacy rights of any person, living or deceased (or impersonates any such person); (d) is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, all as may be determined by us in our sole discretion; (e) causes us to lose (in whole or part), or otherwise interferes with, the services of our licensors, internet service providers or other suppliers, or our other subscribers; (f) consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (g) links to or uses materials or other content, directly or indirectly, to which you do not have a right to link or use; or (h) violates, or encourages others to violate, this Agreement or any ancillary agreement to this Agreement, or violates or encourages others to violate any applicable local, state, national, or international law or regulation.

5.4 Grant of License to Submitted Content. By posting Submitted Content to the Service or by otherwise submitting Submitted Content to us, you automatically grant, and you represent and warrant that you have the right to grant to ShulCloud, a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), assignable, fully-paid, royalty free, and worldwide license to use, copy, modify, adapt, publish, make, sell, publicly display, derive revenue or other remuneration from, communicate to the public, distribute (through multiple tiers), display all such Submitted Content (in whole or in part) through the Service, and to use all non-PII contained in such Submitted Content to create derivative works of or incorporate all such non-PII in other works in any form, media, or technology now known or later developed, and to grant and authorize sublicenses of the foregoing through multiple tiers of sub-licensees, including the right to exercise the copyright, right of publicity, and any other rights contained in or accompanying such non-PII for the purpose of providing the Service, including without limitation for purposes of advertising and publicity on the Service and elsewhere. You hereby waive any moral rights in, and approval rights and rights of compensation to, all such non-PII that Subscriber or Members post to the Service or otherwise provide to us. Other than for the rights granted above to us in Submitted Content provided by you, you shall retain all rights, including without limitation ownership rights, in and to all such Submitted Content.

## 1. Intellectual Property.

6.1 Proprietary Rights. The Service contains various Content which is protected by the copyright, trademark and other laws of the United States and/or other jurisdictions. Other than for the express rights granted in this Agreement, as between you and ShulCloud, all right, title and interest (including without limitation all copyright, trademark, patent, trade secret and other intellectual property rights) in and to (a) the Service (including without limitation all Content other than Submitted Content appearing therein) belongs exclusively to ShulCloud, and you have no rights in and to the Service other than as expressly set forth in this Agreement, and (b) the Submitted Content belongs to Subscriber, and ShulCloud has no rights in and to the Submitted Content other than as expressly set forth in this Agreement. All third party Trademarks and/or other third party intellectual property appearing on the Service which does not belong to ShulCloud belongs to their respective third party owners. Except for Submitted Content or that information which is in the public domain, no Content may be sold, leased, copied, reproduced, republished, uploaded, displayed, posted, transmitted, distributed, modified, publicly performed, used in any derivative works based thereon or otherwise used for any public or commercial purpose without the prior written consent of ShulCloud (which may be granted or denied in ShulCloud's sole discretion). However, you may print copies of materials on the Service for your personal, noncommercial use only, provided that you must keep intact all copyright, trademark, and other proprietary notices appearing therein and that you use such materials solely in the manner permitted by this Agreement, and not in any manner which competes with ShulCloud.

6.2 Copyright Agent. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied and posted to the Service in a way that constitutes copyright infringement, please provide our copyright agent with the following information: (a) an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Service; (d) your address, telephone number, and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf. Any notification by a copyright owner or a person authorized to act on such owner's behalf that fails to comply with requirements of

the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon ShulCloud actual knowledge of facts or circumstances from which infringing material or acts are evident. ShulCloud's copyright agent for notice of claims of copyright infringement can be reached as follows:

Name: ShulCloud, LLC. Copyright Agent Address: 1300 6th Avenue Columbus, GA 31901 Telephone: (800) 242-8371 Email: [copyright@shulcloud.com](mailto:copyright@shulcloud.com)

We suggest that you consult your legal advisor before filing a notice with ShulCloud's copyright agent. You should note that there can be penalties for false claims under the DMCA. ShulCloud may, in appropriate circumstances and to the extent plausible, suspend or terminate the right of Subscriber or Members who infringe the rights of copyright holders from using certain portions of or all of the Service, as determined by ShulCloud in our sole discretion.

6.3 Trademarks. SHULCLOUD™ is a Trademark of Shulcloud, LLC. All other Trademarks appearing through the Service which are not indicated as being ShulCloud Trademarks are the property of their respective owners. ShulCloud is not affiliated with, or sponsored or endorsed by, any third party trademark owner whose Trademark appears through the Service, and ShulCloud does not sponsor or endorse any third party Trademark or its owner. As used herein, the term "Trademarks" means, collectively, all trademarks, service names, graphics, designs, logos, page headers, button icons, scripts, commercial markings, and trade dress appearing on the Service which indicate a source of goods or services. Trademarks are protected by the trademark laws of the United States and/or other applicable jurisdictions. You may not use, copy, reproduce, republish, distribute or modify any Trademarks in any way, including without limitation by using Content as permitted by this Agreement, without our prior written consent or the written consent of such third party Trademark holder, as applicable.

6.4 Removal of Notices. You shall not remove, obscure, or alter any proprietary rights notices (including copyright and Trademark notices) which may be affixed to or contained in part of the Service, and you shall abide by all such notices.

1. Third Parties. Your participation, correspondence and/or business dealings with any third party found on or through the Service (including without limitation Members), or used in conjunction with information provided through the Service (including without limitation by advertisements), and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and each such third party. ShulCloud shall not be responsible or liable in any manner for any loss, damage, or other matter of any sort incurred as the result of any such dealings or otherwise involving or related to such third parties. If applicable, you shall pay all sales, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of any transaction executed in connection with or related to any third party with whom you communicate or have communicated by means of any Linked Site (as hereinafter defined) or otherwise in connection with or related to your use of the Service.
2. Links. The Service may contain links to third parties or third party products or services (collectively, "Linked Sites"). None of the Linked Sites are under the control of ShulCloud is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site, any changes or updates to a Linked Site or the availability of Linked Site, and ShulCloud does not endorse and is not responsible or liable for any content, advertising, services, products, or other materials on or available through a Linked Site, nor is ShulCloud responsible or liable for any form of transmission received from or through any Linked Site whatsoever, including without limitation any computer viruses. ShulCloud is providing Linked Sites to you for informational purposes only and as a convenience, and the inclusion of any such link through the Service does not imply an endorsement by ShulCloud of a Linked Site or any association with its operators or owners, or an endorsement of ShulCloud by the operators or owners of such Linked Site. All of your activity on or in connection with any Linked Site shall be subject exclusively to the policies and procedures of the owner of such Linked Site.
3. Release. You hereby release ShulCloud and each of its directors, officers, shareholders, employees, independent contractors, licensors, agents and representatives (collectively, the "ShulCloud Parties") from any and all claims, liabilities, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of, or related to a dispute between you and any third party, and/or between a Member and you or any third party, which is directly or indirectly related to your use of the Service or the use of the Service by a Member and/or Members.
4. Representations, Warranties and Covenants. Subscriber represents and warrants that (a) any of your employees or other representatives who agree to this Agreement on your behalf are fully authorized to bind you to the provisions hereof, (b) you have carefully read this Agreement and shall comply with all of your obligations under this Agreement, (c) you accept and will abide by the terms of this Agreement, the Privacy Policy and any other ancillary terms and conditions posted through the Service, (d) the posting of Submitted Content by you does and shall not violate any terms and conditions to which you are bound under this Agreement, any other applicable agreement, or any applicable law or regulation, (e) you are solely responsible for, and no ShulCloud Party has any responsibility or liability to you or to any third party regarding (i) any Submitted Content that you upload to the Service or otherwise provide to us, and (ii) the types of permissions you grant, as administrator through the Service, regarding public access to Submitted Content (whether by you or by your Members, through your website or otherwise), and the consequences of your actions, including without limitation any and all losses or damages which any of the ShulCloud Parties may suffer related to such Submitted Content or the enforcement of any rights by you, any Member or any third party related to such Submitted Content, (f) with respect to Members, you shall fully adhere to the provisions of Section 1.3 hereof, (g) you will not provide an Account or Profile, or request ShulCloud to provide an Account or Profile, to any person who is under eighteen (18) years of age, (h) Subscriber shall make each of its Members aware in writing that each such Member's PII is being shared with and stored by ShulCloud through the Service and otherwise as set forth in this Agreement and in the Privacy Policy, and (i) in the event that you post

to the Service, enable your Members to post to the Service, or otherwise provide to us the PII of any person under the age of thirteen (13), you have duly obtained all required consents to obtain such information, post such information to the Service and provide such information to us for us to use in accordance with the Privacy Policy, including without limitation securing "verifiable parental consent" in connection with all such PII, as that term is defined by the Children's Online Privacy Protection Act of 1998, as amended, and all related regulations ("COPPA"), and you otherwise are and will remain in full compliance of COPPA.

## 5. Indemnification.

11.1 By Subscriber. You shall indemnify, defend and hold harmless each of the ShulCloud Parties from all claims, demands, actions, causes of action and/or lawsuits (each, a "Claim" and collectively, "Claims") and all resulting costs, liabilities, losses, expenses, and damages, actual and consequential, direct and indirect, of every kind and nature, including without limitation reasonable attorneys' fees and disbursements, arising out of or related to (a) your breach of any of your representations, warranties, covenants or obligations under this Agreement or the breach by any Members under any applicable agreement related to the Service, (b) your negligence or misconduct or that of any of Members, (c) your violation of any law or regulation or that of any of Members, (d) any Claim brought by a Member against ShulCloud related to your use, or such Member's use, of the Service, or (e) any Claim brought by any person whatsoever asserting, contesting or seeking to establish or confirm which individual or body possesses the authority to manage or access the Service via your Account and/or to provide us with instructions with respect thereto. You shall immediately provide all applicable ShulCloud Parties with prompt written notice of any Claim or potential Claim of which you become aware. Upon the assertion or commencement of any Claim against one or more of the ShulCloud Parties that may give rise to liability of any such ShulCloud Party hereunder, you shall assume the control of the defense of such Claim at your sole expense with counsel reasonably acceptable to each such applicable ShulCloud Party; provided, however, that each such ShulCloud Party may take part in and/or fully assume such defense, in its sole discretion and at its own expense, after you assume the control thereof. You shall not enter into any settlement of any Claim which any of the ShulCloud Parties believes is adverse to its interests, without receiving the prior written consent of each of the ShulCloud Parties affected by such Claim. In no event shall any of the ShulCloud Parties be obligated to participate in any settlement which any such party reasonably believes would have an adverse effect on such party's business interests.

11.2 By ShulCloud. ShulCloud will indemnify, defend and hold Subscriber and Subscriber's officers, directors, employees, agents and representatives harmless from and against all third-party claims, proceedings and actions, and pay all damages, awards, liabilities, costs, and expenses (including reasonable attorneys' fees) ("Losses") arising from or relating to allegations that the Services provided by ShulCloud, when used and operated in accordance with the terms and conditions of this Agreement, infringes any intellectual property rights of such third party. ShulCloud shall have sole control over the defense and/or settlement of any claim subject to indemnification by ShulCloud; provided, however, that ShulCloud will not settle any such claim without the prior written consent of the indemnified party (such consent not to be unreasonably withheld, conditioned or delayed) unless the settlement requires only the payment of money and includes a full and unconditional release of all liability of Subscriber. Subscriber shall promptly notify ShulCloud of any such claim and provide ShulCloud with reasonable assistance in connection with any such claim. If the Services become or, in ShulCloud's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, ShulCloud may, at its option (1) obtain for Subscriber the right to continue using the Services or (2) replace or modify such Services so that it becomes non-infringing without substantially compromising its principal functions. If (1) and (2) are not reasonably available to ShulCloud, then it may (3) terminate this Agreement upon written notice to Subscriber and issue a refund for any prepaid amounts for unused portions of the term. ShulCloud shall have no liability or obligation to Subscriber under this section with respect to any claim based upon (i) any use of the Services not strictly in accordance with this Agreement, (ii) use of the Services in an application or environment or on a platform or with devices for which it was not designed or contemplated, (iii) alterations, combinations or enhancements of the Services not authorized by ShulCloud, (iv) that portion of the Services which implements Subscriber's requirements and not generally offered to other customers, and (v) Subscriber's continuing allegedly infringing activity after being notified thereof or its continuing use of any version of the Services after being provided modifications that would have avoided the alleged infringement.

11.3 Neither party shall have any responsibility to defend or indemnify the other party for any claims under Section 11.1 or 11.2, as the case may be, to the extent the claim otherwise subject to indemnification results from the gross negligence, willful misconduct, or breach of this Agreement by the indemnified party.

## 1. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES.

12.1 ShulCloud warrants that the Service shall perform in substantial accordance with any and all official specifications and similar documentation provided to Subscriber by ShulCloud. In the event the Service does not substantially conform to such specifications or documentation, Subscriber shall provide written notice of non-conformance to ShulCloud and ShulCloud shall, at its option and as its sole obligation and as ShulCloud's sole liability and Subscriber's exclusive remedy, repair the affected portion of the Service at no additional charge, or, if it determines that the foregoing option is not commercially practical, terminate this Agreement with respect to the Service and issue a refund for any prepaid amounts for unused portions of the term.

12.2 YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE", AND YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. NONE OF THE ShulCloud PARTIES ASSUMES ANY RESPONSIBILITY FOR YOUR USE OF THE SERVICE INCLUDING WITHOUT LIMITATION ALL CONTENT PROVIDED THROUGH THE SERVICE, AND NONE OF THE ShulCloud PARTIES MAKES ANY PROMISE, GUARANTY, PREDICTION OF SUCCESS OR ANY CLAIM TO ANY SPECIAL EXPERIENCE, INSIGHT, OR EXPERTISE IN ENABLING YOU TO MAKE USE OF THE SERVICE. NOTHING IN THIS AGREEMENT SHALL CREATE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION BY ANY OF THE ShulCloud PARTIES. IN PARTICULAR, BUT WITHOUT LIMITING THE

FOREGOING, EACH OF THE ShulCloud PARTIES EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS THAT (A) YOUR USE OR MEMBERS' USE OF THE SERVICE WILL MEET YOUR EXPECTATIONS, (B) YOUR USE OR MEMBERS' USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERRORS OR OMISSIONS, (C) INFORMATION PROVIDED BY OR OTHERWISE APPEARING THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, COMPLETE, CURRENT OR BENEFICIAL, (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICE WILL BE CORRECTED OR UPDATED, AND (E) WE ARE IN ANY WAY LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER THAT MAY DIRECTLY OR INDIRECTLY RESULT FROM YOUR USE OR THE USE BY MEMBERS OF THE SERVICE, WHETHER ARISING FROM OUR NEGLIGENCE OR OTHERWISE. ANY SOFTWARE, APPLICATION, COMPONENT OR INTERFACE DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OR ANY MEMBER'S USE OF THE SERVICE IS DONE AT YOUR SOLE DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGE TO A COMPUTER SYSTEM OR OTHER DEVICES OR THE LOSS OF DATA OR ANY OTHER LOSS, WHICH RESULTS FROM THE DOWNLOAD OR OTHER USE OF ANY SUCH SOFTWARE, APPLICATION, COMPONENT OR INTERFACE.

12.3 DAMAGES; TRANSACTIONS; NO RESPONSIBILITY. NONE OF THE ShulCloud PARTIES ENDORSES OR IS RESPONSIBLE FOR ANY CONTENT APPEARING THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY SUBMITTED CONTENT OR OTHER THIRD PARTY CONTENT APPEARING THROUGH THE SERVICE. NONE OF THE ShulCloud PARTIES IS RESPONSIBLE OR SHALL BE LIABLE FOR YOUR INTERACTION OR THE INTERACTION BY MEMBERS WITH ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY TRANSACTION ENGAGED IN BY YOU OR MEMBERS THROUGH THE SERVICE OR IN CONNECTION WITH OR RELATED TO, DIRECTLY OR INDIRECTLY, YOUR USE OF THE SERVICE OR USE OF THE SERVICE BY MEMBERS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE SERVICE SHALL CREATE ANY WARRANTY OR REPRESENTATION BY ANY OF THE ShulCloud PARTIES THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT, AND NONE OF THE ShulCloud PARTIES SHALL HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE, OR ADVERSE CONSEQUENCE ALLEGED TO HAVE HAPPENED OR WHICH HAS HAPPENED, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE OR USE OF THE SERVICE BY MEMBERS. SPECIFICALLY, EACH OF THE ShulCloud PARTIES HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE OR USE OF THE SERVICE BY MEMBERS. FURTHER, WHILE ShulCloud TAKES STEPS CONSISTENT WITH COMMERCIALY REASONABLE INDUSTRY STANDARDS TO SECURE PII COLLECTED FROM YOU AND FROM MEMBERS FROM LOSS, MISUSE, UNAUTHORIZED ACCESS AND ACCIDENTAL DESTRUCTION WHILE UNDER OUR CONTROL, WE CANNOT GUARANTEE THAT SUCH INFORMATION WILL NOT BE LOST, DISCLOSED OR ACCESSED BY ACCIDENTAL CIRCUMSTANCES OR BY THE UNAUTHORIZED ACTS OF OTHERS.

#### 1. LIMITATION OF LIABILITY.

13.1 LIMITED LOSSES AND DAMAGES. IN NO EVENT SHALL ANY OF THE ShulCloud PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE OR USE OF THE SERVICE BY MEMBERS (INCLUDING WITHOUT LIMITATION RELATED TO ANY CONTENT OBTAINED THROUGH THE SERVICE OR ANY TRANSACTION ENGAGED IN THROUGH, OR OTHERWISE IN CONNECTION WITH OR RELATED TO, THE SERVICE), WHETHER CAUSED BY OR UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION NEGLIGENCE, LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, OR ANY OTHER TANGIBLE OR INTANGIBLE LOSS OR DAMAGE. WITHOUT LIMITING THE FOREGOING, NONE OF THE ShulCloud PARTIES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED AS A RESULT OF (A) ANY RELIANCE PLACED BY YOU OR ANY MEMBER ON ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY TECHNICAL, TYPOGRAPHICAL, PHOTOGRAPHIC OR OTHER ERROR, (B) ANY CHANGE WHICH ShulCloud MAY MAKE TO THE SERVICE, (C) ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICE (OR ANY SPECIFIC FEATURES OF THE SERVICE) OR YOUR ACCESS TO THE SERVICE, (D) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE OR SAVE ANY CONTENT, INCLUDING WITHOUT LIMITATION SUBMITTED CONTENT, (E) YOUR FAILURE TO PROVIDE US WITH (I) IMMEDIATE NOTICE OF ANY BREACH OF THIS AGREEMENT BY YOU, ANY MEMBER OR ANY OTHER THIRD PARTY OF WHICH YOU BECOME AWARE, OR (II) ACCURATE ACCOUNT AND OTHER REQUESTED INFORMATION, (F) YOUR FAILURE TO KEEP YOUR ACCOUNT INFORMATION SECURE AND CONFIDENTIAL, OR (G) ANY TRANSACTION OR OTHER RELATIONSHIP BETWEEN YOU OR A MEMBER AND ANY THIRD PARTY WHICH OCCURRED IN CONNECTION WITH OR RELATED TO, DIRECTLY OR INDIRECTLY, USE OF THE SERVICE.

13.2 CAP ON LIABILITY. IN NO EVENT SHALL A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT EXCEED THE GREATER OF (I) THE CUMULATIVE AMOUNT OF FEES PAID OR PAYABLE TO ShulCloud BY YOU OVER THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ARISING OF THE CLAIM ON WHICH SUCH LIABILITY IS BASED, OR (II) ONE THOUSAND DOLLARS (\$1,000).

13.3 EXCLUSIONS. THE ABOVE LIMITATIONS OF LIABILITY OF THE ShulCloud PARTIES IN THIS SECTION 13 SHALL APPLY WHETHER OR NOT ANY ShulCloud PARTY HAS BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF ANY LIABILITIES, LOSSES OR DAMAGES ARISING IN CONNECTION WITH OR

RELATED TO THE SERVICE, BUT WILL NOT APPLY IN THE CASE OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN SECTIONS 12 OR 13 HEREOF MAY NOT APPLY TO YOU.

1. No Endorsement. ShulCloud is neither affiliated with, nor sponsored or endorsed by, any specific product, service, methodology or person. The owners of any third party Trademark or copyright appearing through the Service are not sponsors of ShulCloud or the Service and have not endorsed and are not affiliated with ShulCloud or the Service, and ShulCloud is not a sponsor and does not endorse any such third parties or any of their products or services.
2. No Agency. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you or any of your Members and ShulCloud by this Agreement or by your use of the Service or use of the Service by Members.
3. Governing Law; Arbitration; NO CLASS CLAIMS; Legal Fees. This Agreement and all claims arising out of or related to this Agreement, whether sounding in contract, tort or otherwise, shall be governed by and construed in accordance with the internal laws of the State of New York where applicable, excluding conflict of laws provisions thereof. Any dispute arising out of or relating to this Agreement, including without limitation regarding any breach hereunder, shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will be conducted in the City of New York, State of New York, by an arbitrator with applicable industry expertise in the field of cloud subscription services, who shall be named in accordance with such rules.
4. Timely Filing of Claims. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE, INCLUDING WITHOUT LIMITATION YOUR USE OF THE SERVICE OR USE OF THE SERVICE BY MEMBERS, MUST BE FILED BY YOU PURSUANT TO SECTION 16 ABOVE WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IS CLAIMED TO HAVE ARISEN.
5. Notices. All notices hereunder to us shall be given by certified mail, postage prepaid and return receipt requested, to: ShulCloud, LLC., Attn: CEO, 1300 6th Avenue Columbus, GA 31901 with an electronic copy to [notices@shulcloud.com](mailto:notices@shulcloud.com), and to Subscriber by electronic mail to the email address listed in your Account. Notice shall be deemed given three (3) days after the date of such mailing, and in the case of notice by electronic mail, upon the sending of such message.
6. Assignment. You shall not resell or otherwise assign your rights, duties or obligations under this Agreement in any manner, and any attempted assignment or delegation of such rights, duties or obligations shall be void and of no force or effect whatsoever. This Agreement may be freely assigned by ShulCloud, in our sole discretion, to a third party, and such an assignment will inure to the benefit of our successors, assigns and/or licensees. Without limitation of the foregoing, we may sell, transfer or otherwise share some or all of our assets, including without limitation your PII, with any parent company, subsidiary, joint venture, or an entity under our common control, as well as with a potential acquirer, including without limitation in connection with a merger, reorganization, or sale of assets, or in the event of a bankruptcy. In each such an event, the non-PII we have collected from you and from Members may be one of the assets transferred.
7. Validity; Section Headings. If any provision of this Agreement is held to be invalid, illegal, void or unenforceable by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, and the application of such provision to other persons or circumstances will be interpreted reasonably to effectuate the intent of the parties. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any such section.
8. No Waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to a subsequent or similar breach or subsequent or similar breaches. If ShulCloud does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which ShulCloud has the benefit of under any applicable law or regulation), such action or inaction shall not be taken to be a formal waiver of ShulCloud's rights, and all such rights or remedies shall still be available to ShulCloud.
9. Survival. The provisions of this Agreement shall survive termination or expiration to the extent necessary to carry out the intent of you and ShulCloud.
10. Contact Us. If you have any questions or concerns regarding the Service, please contact us by e-mail at [questions@shulcloud.com](mailto:questions@shulcloud.com) or write to us at ShulCloud, LLC., Attn: CEO, 1300 6th Avenue Columbus, GA 31901

## What the User should know at a glance

- The Service/this Website is only intended for Consumers.
  - The right of withdrawal only applies to European Consumers.
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# TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Website.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Website, Users confirm to meet the following requirements:

- Users must qualify as Consumers;
- Users aren't located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. Government list of prohibited or restricted parties;

## Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Website.

By registering, Users agree to be fully responsible for all activities that occur under their username and password. Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

## Conditions for account registration

Registration of User accounts on this Website is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

## Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.

However, termination of the account will not be possible until the subscription period paid for by the User has expired.

## Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

## Content on this Website

Unless where otherwise specified or clearly recognizable, all content available on this Website is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Website infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### **Rights regarding content on this Website - All rights reserved**

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Website, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Website, the User may download, copy and/or share some content available through this Website for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

### **Access to external resources**

Through this Website Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

### **How to file a takedown notice (called a "DMCA notice")**

If copyright holders or their agents believe that any content on this Website infringes upon their copyrights, they may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing the Owner's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the holder of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Owner to locate the material;
- Information reasonably sufficient to permit the Owner to contact the notifying party, such as an address, telephone number, and, if available, an electronic mail;
- A statement that the notifying party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the notifying party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Failure to comply with all of the requirements outlined above may result in invalidity of the DMCA notice.

Copyright infringement notifications may be addressed to the Owner's Copyright Agent at the contact details specified in this document.

### **Acceptable use**

This Website and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Website and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Website or the Service, terminating contracts, reporting any misconduct performed through this Website or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;

- offend the Owner or any third party.

## **TERMS AND CONDITIONS OF SALE**

### **Paid Products**

Some of the Products provided on this Website, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of this Website.

### **Product description**

Prices, descriptions or availability of Products are outlined in the respective sections of this Website and are subject to change without notice.

While Products on this Website are presented with the greatest accuracy technically possible, representation on this Website through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

### **Purchasing process**

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

### **Order submission**

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

### **Prices**

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on this Website are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

### **Methods of payment**

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Website.

All payments are independently processed through third-party services. Therefore, this Website does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

## Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

## Delivery

Deliveries are made to the address indicated by the User and in the manner specified in the order summary.

Upon delivery, Users should verify the content of the delivery and report anomalies without undue delay, using the contact details provided in this document or as described in the delivery note. Users may refuse to accept the parcel if visibly damaged.

Goods are delivered to the countries or territories specified in the relevant section of this Website.

Delivery times are specified on this Website or during the purchasing process.

## Failed delivery

The Owner cannot be held responsible for delivery errors due to inaccuracies or incompleteness in the execution of the purchase order by the User, nor for any damages or delays after handover to any carrier arranged by the User and not offered or recommended by the Owner.

If the goods are not received or collected at the time or within the deadline specified, the goods will be returned to the Owner, who will contact the User to schedule a second delivery attempt or to agree on the future course of action.

Unless otherwise agreed, any delivery attempt starting from the second shall be at the User's expense.

## User rights

### Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

### Who the right of withdrawal applies to

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory withdrawal right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.

Users that do not fit this qualification, cannot benefit from the rights described in this section.

### Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

- **Regarding the purchase of goods**, the withdrawal period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – takes physical possession of the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately or in case of purchase of a single good consisting of multiple lots or pieces delivered separately, the withdrawal period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the last good, lot or piece.
- **Regarding the purchase of a service**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.

### Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

#### **...on the purchase of physical goods**

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorized by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-days-period for returning the goods. The reimbursement may be withheld until reception of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

#### **The costs of returning the goods are borne by the User.**

#### **...on the purchase of services**

Where a User exercises the right of withdrawal after having requested that the service be performed before the withdrawal period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

## **UK User rights**

### **Right to cancel**

Unless exceptions apply, Users who are Consumers in the United Kingdom have a legal right of cancellation under UK law and may be eligible to withdraw from contracts made online (distance contracts) within the period specified below (generally 14 days), for any reason and without justification.

Users that do not qualify as Consumers, cannot benefit from the rights described in this section. Users can learn more about the cancellation conditions within this section.

#### **Exercising the right to cancel**

To exercise their right to cancel, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the cancellation period expires. When does the cancellation period expire?

- **Regarding the purchase of goods**, the cancellation period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – takes physical possession of the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately or in case of purchase of a single good consisting of multiple lots or pieces delivered separately, the cancellation period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the last good, lot or piece.

#### **Effects of cancellation**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of physical goods

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorized by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-days-period for returning the goods. The reimbursement may be withheld until reception of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

**The costs of returning the goods are borne by the User.**

## **Brazilian User rights**

### **Right of regret**

Unless an applicable exception is stated below, Users who are Consumers in Brazil have a legal right of regret under Brazilian law. This means that the Consumer has the right to withdraw from contracts made online (distance contracts or any contract signed away from business premises) within seven (7) days of the date the contract was entered into or the receipt of the product or service, for any reason and without justification. Users that do not qualify as Consumers, cannot benefit from the rights described in this section. The right of regret may be exercised by the Consumer via contact channels listed at the beginning of this document and in accordance with the guidelines in this section.

#### **Exercising the right of regret**

To exercise their right of regret, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the regret notice before the regret period expires. When does the regret period expire?

- **Regarding the purchase of goods**, the regret period expires seven (7) days after the day on which the User or a third party designated by the User – other than the carrier – receives the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately, or in case of the purchase of a single good consisting of multiple lots or pieces delivered separately, the regret period expires seven (7) days after the day on which the User or a third party designated by the User – other than the carrier receives the last good, lot or piece.

#### **Effects of regret**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract or the actual return of the product, whichever occurs later. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of physical goods

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorized by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-day period for returning the goods. The reimbursement may be withheld until receipt of the goods, or until Users have

supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

The costs of returning the goods are borne by the Owner.

## **Guarantees**

### **Legal guarantee of conformity for goods under EU law**

Under EU law, for a minimum period of 2 years from delivery, traders guarantee the conformity of the goods they sell to Consumers.

Where Users qualify as European Consumers, the legal guarantee of conformity for goods applies to the items available on this Website in accordance with the laws of the country of their habitual residence.

National laws of such country may grant Users broader rights.

Consumers who do not qualify as European may benefit from legal guarantee of conformity rights in accordance with the legislation of the country of their habitual residence.

### **Conformity to contract for Consumers in the United Kingdom**

Users in the United Kingdom qualifying as Consumers have a right to receive goods that are in conformity with the contract.

### **Legal guarantee of conformity for goods for Consumers in Brazil**

The legal guarantee applicable to goods sold by this Website (both physical and digital) complies with the following terms, according to the Consumer Protection Code:

- non-durable goods shall have a thirty-day (30 day) guarantee; and
- durable goods shall have a ninety-day (90 day) guarantee.

The warranty period starts from the date of goods delivery.

The warranty is not applicable in cases of misuse, natural events or if it has been subjected to any maintenance other than that provided by this Website.

The warranty may be claimed through the contact channels provided by this Website. The Owner shall bear the costs of shipping the goods for technical assessment, if necessary.

The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty. The regulations applicable to contractual warranties can be found in the specifications provided by this Website. If no such information is provided, only the statutory provisions shall apply.

## **Liability and indemnification**

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

### **Australian Users**

#### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

### **US Users**

#### **Disclaimer of Warranties**

This Website is provided strictly on an “as is” and “as available” basis. Use of the Service is at Users’ own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users’ requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users’ own risk and Users shall be solely responsible for any damage to Users’ computer system or mobile device or loss of data that results from such download or Users’ use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users’ web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

#### **Limitations of liability**

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner’s secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

#### **Indemnification**

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from



- User’s use of and access to the Service, including any data or content transmitted or received by User;
- User’s violation of these terms, including, but not limited to, User’s breach of any of the representations and warranties set forth in these terms;
- User’s violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User’s violation of any statutory law, rule, or regulation;
- any content that is submitted from User’s account, including third party access with User’s unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User’s wilful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

## Common provisions

### No Waiver

The Owner’s failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner’s reasonable control, such as “force majeure” events (infrastructural breakdowns or blackouts etc.).

### Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Website and of its Service without the Owner’s express prior written permission, granted either directly or through a legitimate reselling programme.

### Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Website.

### Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Website are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Website are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

### Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

**The continued use of the Service will signify the User’s acceptance of the revised Terms.** If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

## **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

## **Contacts**

All communications relating to the use of this Website must be sent using the contact information stated in this document.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **Governing law**

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

## **Prevalence of national law**

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

## **Exception for Consumers in Brazil**

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialized in Brazil, Brazilian law will apply.

## **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

## **Exception for Consumers in Europe**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

## **Exception for Consumers in Brazil**

The above does not apply to Users in Brazil that qualify as Consumers.

## US Users

### Surviving provisions

This Agreement shall continue in effect until it is terminated by either this Website or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

## Dispute resolution

### Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Website or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 2 days of receiving it.

### Online dispute resolution for Consumers

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving disputes related to and stemming from online sale and service contracts.

As a result, any European Consumer or Consumer based in Norway, Iceland, or Liechtenstein can use such platform for resolving disputes stemming from contracts which have been entered into online. The platform is [available at the following link](#).

## Definitions and legal references

### This Website (or this Application)

The property that enables the provision of the Service.

### Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

### Brazilian (or Brazil)

Applies where a User, regardless of nationality, is in Brazil.

### European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

### Example withdrawal form

*Addressed to:*

**Congregation Tifereth Israel** 40 Hill Street Glen Cove, NY 11542 United States  
webmaster@ctionline.org

*I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:*

\_\_\_\_\_ (insert a description of the goods/services that are subject to the respective withdrawal)

- *Ordered on:* \_\_\_\_\_ *(insert the date)*
- *Received on:* \_\_\_\_\_ *(insert the date)*
- *Name of consumer(s):* \_\_\_\_\_
- *Address of consumer(s):* \_\_\_\_\_
- *Date:* \_\_\_\_\_

*(sign if this form is notified on paper)*

**Owner (or We)**

Indicates the natural person(s) or legal entity that provides this Website and/or the Service to Users.

**Product**

A good or service available through this Website, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

**Service**

The service provided by this Website as described in these Terms and on this Website.

**Terms**

All provisions applicable to the use of this Website and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

**United Kingdom (or UK)**

Applies where a User, regardless of nationality, is in the United Kingdom.

**User (or You)**

Indicates any natural person or legal entity using this Website.

**Consumer**

Consumer is any User qualifying as such under applicable law.

Latest update: February 20, 2024