

The Hostages and Missing Families Forum - Terms of Use

Welcome to <https://bringthemhomenow.net/> (together with its subdomains, related features, Content, Marks and services, the "**Site**"). Please read the following Terms of Use carefully before using this Site so that you are aware of your legal rights and obligations with respect to the Hostages and Missing Families Forum Ltd. (CC) I.D. 580775674 ("**The Forum**", "**we**", "**our**" or "**us**"). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with the Privacy Policy (the "**Terms**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not access or use the Site.

1. **Background.** The Hostages and Missing Families Forum was created in light of the horrific attack by Hamas on Israel on October 7th, in which thousands of innocent civilians were tragically murdered and taken hostage by Hamas. The Forum is volunteer-based and laser-focused on channeling its efforts into various fields with the common objective of returning the missing people to their families. ("**Site Purpose**").
2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Your continued use of the Site thereafter means that you accept those changes.
3. **Ability to Accept Terms.** The Site is only intended for individuals aged eighteen (18) years or older. If you are under 18 years please do not visit or use the Site. If you are between 13 and 18 years of age, then you must review these Terms with your parent or guardian before visiting or using the Site to make sure that you and your parent or guardian understand these Terms and agree to them.
4. **Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Site provided that you comply with these Terms and applicable law.
5. **Restrictions.** You shall not: (i) copy, distribute, or modify any part of the Site without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Site; (iv) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Site; (v) provide information/identifying details and/or about people without receiving appropriate permission; (vi) provide false information; (vii) Violate or breach in any way copyrights, trademarks, or any other proprietary rights that are found on the Site; and/or (vi) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.
6. **Information Submission.** You hereby undertake and confirm that all information, data, and documents that you submit through the Site including when submitting reports, making donations, signing petitions, etc., are complete and accurate, align with the Site's Purpose, and do not include any personally identifiable information about any individual without their appropriate consent or authorization.
7. **Donation Collection.** The Forum collects donations, through the Site, social media, and other platforms. Donations are processed using third-party payment service providers and donation management providers like JGive, Paybox, The Charity Center Association, etc. ("**Third-Party Providers**").
 - 7.1. To make a donation using a credit card, you will be required to provide personal details, including your full name, identification number, email address, mobile phone number, mailing address (including postal code), and payment information.
 - 7.2. When donating, your credit card will be verified by the credit card issuer. After the donation is confirmed, The Assisting Association (as defined below), which assists, will issue a donation confirmation in compliance with legal requirements.

- 7.3. In case you do not receive a donation confirmation in your inbox, please check your spam folder or similar folders. If the confirmation is still not found, it may be due to an error in entering your email address. If this occurs, please contact the Assisting Association.
- 7.4. Neither The Forum nor the Assisting Association collect or store credit card data or payment information. All payment details are processed by Third-Party Providers under their terms.
- 7.5. For Israeli residents only, donations are tax deductible, subject to the conditions specified in the Israeli Income Tax Ordinance.
- 7.6. For transparency, it should be noted that donations will be deposited into the bank account of MERIT SPREAD FOUNDATION LTD (CC) No. 516518214 (the "**Assisting Association**"). This is due to the Forum's urgent and immediate need for donations, so for bureaucratic reasons, it uses the aid of the Assisting Association to receive them. To clarify, the Assisting Association has no authority and will not use the donated funds in any way, and these funds will go directly and exclusively to The Forum.
- 7.7. The Forum may use donation funds at its sole discretion, provided that its actions align with The Forum's Purpose.

8. **Donation Cancellations.**

- 8.1. The Forum operates in accordance with applicable laws, including the Israeli Consumer Protection Law, 5741-1981, and regulations enacted under it ("**Consumer Protection Law**"). In case of any conflict between the legal provisions (including the Consumer Protection Law) and the terms of this policy, the legal provisions shall prevail.
- 8.2. You have the right to change the donation amount or cancel your donation in accordance with legal provisions.
- 8.3. Notification of the cancellation of a donation shall be made by one of the following methods: (a) by email to support@bringthemhomenow.net ; (b) by telephone at 03-5477777; or (c) by registered mail to 4 Barkovich Street, Tel Aviv-Jaffa.
- 8.4. In any notification of cancellation as described in section 8.3 above, you will be required to provide your full name, phone number, email address for contact, donation number, and specify in the subject of the message "Online Donation – Customer Service."
- 8.5. It is clarified that in the event of cancellation as mentioned in this Section, the Forum is entitled to collect cancellation fees from you for the action, should the credit card company charge the Forum for the activity.

9. **Counter implementation.** the Site offers guidance on implementing a visitor counter, which will show a clock tracking the time elapsed since hundreds of people were taken hostage by Hamas (the "**Counter**"). It's important to clarify that the Forum does not bear any responsibility for the implementation of the Counter. The sole responsibility for embedding it and any consequences thereof lies with the individual/company who chooses to implement it.

10. **Intellectual Property Rights.**

- 10.1. Content and Marks. The (i) content on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the "**Materials**"), (ii) and User Submissions, as defined below (together with the Materials, the "**Content**"), and (iii) the trademarks, service marks and logos contained therein ("**Marks**"), are the property of The Forum and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "The Hostages and Missing Families Forum", the Forum's logo, and other marks are Marks of The Forum or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content.

- 10.2. **Press Content.** Some of the content on the Site is intended for you to view and share with the world to help us raise awareness. This includes any content that you can directly download and/or share, such as videos, personal stories, social media content (e.g., posts and stories), and the press kit (e.g., posters, assets, and pictures) ("**Press Content**"). You may not sell, license, decompile, modify, or otherwise exploit it for any other purposes without our prior written consent. If you choose to use the Press Content, you agree to use it as is, respectfully, and solely for the Site's Purpose. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.
- 10.3. **Use of Content.** Except of Press Content, Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

11. Third Party Sources and Services.

- 11.1. The Site may enable you to view, access, communicate, link to sign petitions, post/share Press Content on social media (e.g., Facebook, LinkedIn, X, etc.), pay through (e.g., make a donation), and use content from Third Party Sources (defined below) that are not owned or controlled by us ("**Third Party Services**"). The Site may also enable you to communicate and interact with Third Party Sources. "**Third Party Source(s)**" means: (i) third party websites and services; (ii) our partners and; (iii) Third-Party Providers.
- 11.2. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.
- 11.3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Services.
- 11.4. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Services or that is communicated to you from a Third Party Source.
- 11.5. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against The Forum, and release The Forum from any and all liability, arising from your use of and interaction on any Third Party Services and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Services, you agree to contact the Third Party Source directly.
- 12. Link to the Site.** The Forum permits you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with The Forum or present any false information about The Forum and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website that you do not own; (v) your website, and domain name, does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

13. User Submissions.

- 13.1. **Responsibility.** The Site may permit the submission, hosting, sharing and publishing of Content by you and other users ("**User Submissions**"). You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and

without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all Content posted on the Site (including User Submissions) at any time and for any reason.

- 13.2. **Ownership.** You represent and warrant that you own or have the necessary rights and permissions to use and authorize The Forum to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the Site and these Terms. Unless the User Submissions are separately referred to, all references herein to Content shall include references to User Submissions. "**Intellectual Property Rights**" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.
- 13.3. **License to User Submissions.** By submitting the User Submissions to The Forum, you hereby grant The Forum a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of display, and perform the User Submissions in connection with the Site and The Forum's activity, including without limitation for redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the Site or other viewer or user of the User Submission a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions, all in accordance with these Terms.
- 13.4. **Prohibited Content.** You agree that you will not display, post, submit, publish, upload or transmit a User Submission that: (i) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (ii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iii) impersonates another person; (iv) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (v) is unlawful, defamatory, libelous, threatening, pornographic, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, or violates any law; (vi) is otherwise malicious or fraudulent.
- 13.5. **Exposure.** You understand and acknowledge that when accessing and using the Site: (i) you will be exposed to User Submissions from a variety of sources, and that The Forum is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against The Forum with respect to (i) and (ii) herein.
14. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.
15. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy which is available at [please add a URL to the Privacy Policy]. You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.
16. **Warranty Disclaimers.**

- 16.1. This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.
- 16.2. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. THE FORUM HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE FORUM DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT THE FORUM WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.
- 16.3. THE FORUM DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN A USER SUBMISSION, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.
- 16.4. YOU SPECIFICALLY ACKNOWLEDGE THAT THE FORUM SHALL NOT BE RESPONSIBLE FOR THE USER SUBMISSIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY SITE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- 16.5. YOUR RELIANCE ON, OR USE OF, ANY USER SUBMISSION, OR INTERACTION WITH ANY SITE USER OR OWNER, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY SITE USER OR OWNER IN CONNECTION WITH THE SITE OR ANY USER SUBMISSION, YOU AGREE THAT THE FORUM IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. THE FORUM RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.
- 16.6. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, THE FORUM DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

17. LIMITATION OF LIABILITY.

- 17.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE FORUM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF THE FORUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.
- 17.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE FORUM FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO THE FORUM FOR USING THE SITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.

- 18. Indemnity.** You agree to defend, indemnify and hold harmless The Forum and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your User Submissions; (iii) your interaction with any Site user; (iv) your interaction with any Third Party Source; or (v) your violation of these Terms.
- 19. Term and Termination.** These Terms are effective until terminated by The Forum or you. The Forum, in its sole discretion, has the right to terminate these Terms and/or your access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). The Forum shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section 19 and Sections 10 (Intellectual Property Rights), 13.3 (License to User Submissions), 15 (Privacy), 16 (Warranty Disclaimers), 17 (Limitation of Liability), 18 (Indemnity), and 20 (Independent Contractors) to 22 (General) shall survive termination of these Terms.
- 20. Independent Contractors.** You and the Forum are independent contractors. Nothing in these Terms, or in any relationship you will have with the Forum (e.g., voluntary assistance to the Forum of any kind, posting and sharing Press Content, etc.) creates a partnership, joint venture, agency, or employment relationship, between you and the Forum. You must not, under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of the Forum.
- 21. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by The Forum without restriction or notification to you.
- 22. General.** The Forum reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and The Forum shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that The Forum may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and The Forum concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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