

Terms of Use – Eternity

Updated: December 10, 2020

1. Introduction

We thank You (herein: **You** or **User**) for choosing to use the Services of Eternity Immortalization Ltd. (herein: **Eternity**), which provides You with a digital commemoration platform through which You may, *inter alia*, establish a commemorative site for Your loved ones, create and share an online obituary, design and purchase a tombstone, transact for the purpose of public commemoration, and also receive information about mourning customs (herein: **Services** or **Company Services** or **Eternity Services**). These terms of use apply to the visitors of the Company Websites at [www.eternity.co.il] and [www.eternity.co.il/memorials] (herein, collectively: **Website**)

Attention:

- ⇒ Please read these Terms of Use carefully prior to using Company Services or our Website.
- ⇒ The Terms constitute a legal, binding and enforceable agreement between Eternity and You. By entering, logging in, and using the Website and/or Eternity's Service, You hereby confirm that You have read and understood the following Terms of Use (and that the Terms shall be binding to You and You will act according to them), including the terms specified in Eternity's Privacy Policy, which You can view here: [[click here](#)] (Herein, these Terms of Use and our privacy policy, collectively: Terms or Terms of Use).
- ⇒ If You do not consent to any of the Terms of Use specified below, You are required, immediately, to avoid entering, logging in or using the Website and/or Eternity's Service in any form.
- ⇒ If You have any other questions or comments pertaining to these Terms, please contact us by email: support@eternity.co.il or by mailing a letter to our address on [37 HaNasie Ben Tzvi, Herzliya]. Eternity's representatives are at Your service for any request, comment, question or complaint.

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3. Company Services

The Services were meant to assist Users to commemorate their loved ones online and make it easier for Users through, *inter alia*, designing and wording an online obituary, purchasing a tombstone, donating, or executing a purchase for public commemoration purposes. Some Services are subject to payment.

Furthermore, You are invited to visit our Website which provides, *inter alia*, general information about us and about the Services, registration and contact methods.

Note that the use of the Services and Website is under Your sole responsibility and Eternity's liability with respect to use of the Services and Website is limited. Therefore, we request that You carefully review the limitations specified in this section prior to using Eternity's Service or Website.

To view the full description of Services and Website, and our terms of limited liability:

⇒ Company Services

- Services: the Services allow You to commemorate Your loved ones by establishing a designated commemorative site (You will design and create the commemorative site via the platform as You deem fit, upload photos, content and information about You and Your loved ones, and share the site with third parties, including via QR code that You can add to the obituary You are creating by using the Services, or via QR code to be implemented on a tombstone that You will order through us, or implemented in the public commemorative site) (herein: **Commemorative Site**), create and share an online obituary (including the option of adding links to third-party websites and services, e.g., link to a navigation application, and the option of adding the comments of the obituary recipients, to be displayed on the Commemorative Site established) and also purchase a tombstone from the selection of tombstones available for purchase via the Website or, alternatively, tombstone with a custom design via the platform or through the design services that we offer as part of our Services. Additionally, You can view information about mourning customs on the Website.
- Public Commemoration: moreover, as part of the Services offered by Company, You can connect to a marketplace platform meant to connect between Users who are interested in donating or purchasing for the purpose of commemorating their loved ones and organizations that offer various public commemoration projects in return for User donation (additional information about the marketplace can be viewed under Public Commemoration). You acknowledge that the tombstone photos and public commemoration (per the definition of this term hereinbelow) photos, and the simulation of the tombstone shape and color, and of the site and location of the commemoration project, are for illustration only and possibly do not reflect an accurate description of the real

tombstone and commemoration project.

- Payment: use of some Company Services is subject to payment, as specified under Payment Methods hereinbelow. Eternity reserves the right to collect payment for the use of existing Services or new Services to be added later on.

⇒ **Our Website**

- Our Website is meant to provide general information about us and about Company's Services, allow registration to Services and use thereof, and to contact Eternity.

⇒ **Content of Website and Company Services**

- The Website and Eternity's Services may contain contents, documents, text, files, logos, icons, photos, videos, links, databases, technical data, knowledge, specification, look and feel, algorithms, interfaces, GUI, interactive features, graphics and other properties, including such contents as provided to us by third parties (herein: **Contents**).
- All rights to the Contents are owned by and/or lawfully licensed to Eternity.
- As specified under Commemoration Site and Content, and also under Public Commemoration later below, the Commemorative Site and/or online store that You will be establishing through use of Company's Services may include third-party content, including but not limited to, photos, videos and information about Your loved ones, to be uploaded by You or by third parties to which You gave suitable access permissions. You must ensure that in the course of the use of Commemorative Site and/or online store, by You and by other Users to whom You grant content access, third-party proprietary rights (including intellectual property rights and the right to privacy) shall be respected. Company shall not be liable for any damage, loss, cost or expense it may incur as a result of uploading Contents to the Commemorative Site and/or online store or with respect to such upload, and the applicable liability shall fall on You. You hereby consent and confirm that You hereby take full responsibility for the Contents that You and/or third parties have uploaded to the Commemorative Site and/or online store.

⇒ **User Liability and Eternity's Limitations of Liability**

- Eternity works tirelessly to provide You with the best Service. We act toward securing the personal data we keep. However, as in any other online service, there are certain risks when using Company's Services and Website, and therefore Your use of Company's Services and Website, and Your reliance on the contents presented to You in the course of such use, are under Your responsibility only, and we recommend that use of Company's Services and Website will be made by exercising judgement at all times.
- Our full limitation of liability is specified under Limited and Waiver of Liability hereinbelow; You are requested to read the section carefully prior to using the Website and/or Company's Services. However, at this point, we wish to bring the main points to Your attention:

Company's Services, Website and Contents (including the content of the Commemorative Site and visitor content) are being provided to You AS-IS. You consent and confirm that the use of Company's Services, Website, and Contents as aforesaid is under Your sole responsibility.

Eternity, including its employees, vendors, managers, subcontractors, functionaries and related third parties, licensors and agents, bear no responsibility for the results that may originate in using Company's Services, Website, Contents, marketplace platform and Commemorative Site, including responsibility with respect to the functioning of Services and/or Website and/or Commemorative Site and/or marketplace platform, the provision of such or other Services, speed and reliability of Services and/or the results of using them. Eternity and/or Eternity's authorized representatives as aforesaid shall not be responsible for any damage, including, but not limited to, any damage resulting from Your use of Company's Services, Website and Contents, or Your reliance on any information given therein and as a result of the Commemorative Site and online store that You will establish or use via the platform (including in reference to use of the content of Commemorative Site and visitor content).

To remove any doubt, it is clarified that any decision made during Your use of the Services, including a decision on an online order, establishing a Commemorative Site, uploading contents and information about You and Your loved ones, sharing third parties with the online products that You created, transacting for the purposes of public commemoration and/or other decisions to be made during Your use of the Services, shall be made by You and under Your sole responsibility.

Moreover, You hereby release Company from any argument and/or suit and consent that Company shall not bear any responsibility for damages which may be caused due to the purchases and donations done in the course of Services, including the nature, quality and date of establishment. Any argument You have with respect to such purchases and donations shall be directed at the relevant organization.

Note that with regards to the marketplace platform, Company is the sole offeror and operator and is not a party to any donation or purchase transaction for public commemoration purposes (as specified hereinbelow under Public Commemoration). Company shall not bear any responsibility or liability of any kind against the donor/buyer and/or organization and/or any third party, which results from such engagements. You hereby release Company from any argument and/or suit and consent that Company shall not bear any responsibility for damages which may be caused due to the engagement with the organization or the donor/buyer for the purposes of public commemoration. Any argument You have with respect to such engagement should be directed at the organization or the donor/buyer.

Eternity encourages You to carefully and critically judge information published online, including information published by other Users on the Commemorative Sites and/or online stores. Inspect such information carefully and meticulously. The information is not published on behalf of Company, and therefore the Company is not responsible for its reliability, credibility, accuracy or integrity.

Eternity gives no representation with respect to the tax classification of payments made for the Services, including payments transferred or to be transferred, directly or indirectly, to the organization, with relation to this agreement, by the organization or by the User, including in reference to the application of provisions for tax benefits, including exemptions, credits, withholdings, offsets with respect to the commemorative operations.

Eternity may share the personal information of the User to comply with legal requirements, including bilateral agreements of the Israeli tax authority and/or foreign tax authorities.

4. **Account Registration**

To use Company's Services, You will be required to open an account via the registration form on the Website, in which You must provide us with certain personal details (herein: Account). Note that, during Account registration, You must provide us with full, accurate and correct information. You can delete the Account created for You by emailing support@eternity.co.il

To view the full terms about registration to Company's Services:

⇒ Method of Account Registration

- To use Company's Services, You must open an Account via the registration form on the Website, in which You will be required to provide us with certain personal details (as specified extensively in our Privacy Policy), including Your full name. Later, as part of the Account registration process, You must confirm that You have read, and agree, to these Terms.
- In the course of Account registration, You must provide us with full, accurate and correct information, and You hereby agree not to misrepresent Your identity or any other detail in Your Account. It is clarified that using a bank account or credit card that does not belong to You, or providing incorrect information, are strictly prohibited and constitute a legal offense. Insofar as we believe the You have established an Account using the identifying details of another person, then You are exposing Yourself to criminal and/or civil liability.
- Only individuals who comply with the terms of service registration, as specified extensively in section 5 hereinbelow, may open an Account.
- You are exclusively and fully responsible for maintaining the confidentiality of Your password, Username and Account, and for any action taken using Your password or in Your Account.
- If You wish to change or restore Your password, You may do so by changing Your Account settings. To delete the Account, You may contact us by email at support@eternity.co.il.
- You may not transfer or assign Your rights or delegate Your obligations in the Account without our prior and written notice.

⇒ Data Security

- It is Your responsibility to take all the means required to maintain the confidentiality of Your User details and ensure that no entity who is not authorized to view the information and/or use the Company's Services uses them.
- If anyone else other than You accesses Your User account, they may take actions and make changes, in Your name, to Your User Account and even the Commemorative Site that You established or are running, including upload Contents. All of these actions shall be seen as if they were taken in Your name and in Your behalf. Because You are exclusively and fully responsible for all the actions taken in Your User Account by another entity, whether or not such entity was specifically authorized to do so, including in reference to any representation given and obligations undertaken in such Account, any damage, expenses or losses which might be caused as a result of such action, we recommend to maintain the absolute confidentiality of Your User details and only allow access to individuals that You trust.
- Eternity shall not bear responsibility or liability for damage caused to You due to unauthorized access, a hacking of or penetration to the security system or due to a fault in storage or theft, deletion, defacement, destruction, data or information damage or loss (including with respect to loss or damage caused due to unauthorized use of Your mobile device), unless the Company has not taken the

reasonable means of data security as required by law.

- You must immediately report to us any unauthorized use of Your Account, including with respect to any security breach in the device through which You are using the Services.

⇒ **Account Deletion**

- To delete Your Account, You may contact us by sending an email at support@eternity.co.il. Account cancellation will be done within a reasonable period of time following Your request, and You may no longer use the Service as of cancellation.
- **Note:** insofar as You choose to delete Your Account and/or the Commemorative Site (as applicable) and/or online store that You established, the information and data about You and Your loved ones, as accumulated in the course of Your use of the Website and Services, including the Contents and comments uploaded to the Commemorative Site and/or online store, may be deleted permanently and Eternity shall bear no liability for such loss. Thus, You hereby agree that it is Your responsibility to regularly and independently save and backup the Contents displayed on the Commemorative Site and online store.

5. **Preconditions for Service Registration and Website Browsing**

In order to use Company's Services, You must meet the terms specified below. Among others, You must hold a valid Israeli ID and maintain an active email address. Minors under the age of 16 are not permitted to visit our Website and use Company's Services.

To view the full terms concerning the preconditions for using the Services and Website:

⇒ **Terms of Registration to Services**

In order to register to Company's Services, You must have legal competency.

Eternity may prevent You from opening an Account or receiving the Services insofar as a reasonable suspicion emerges, at its sole discretion, that You have done an illegal act and/or violated the provisions of law and/or breached any term herein and/or gave incorrect details during registration and/or thereafter and/or have taken an action or inaction that damages Company and/or any on its behalf and/or the normal operation of the Service and/or any third party. Such block, cessation or restriction of use, as aforesaid hereinabove, does not impose any liability on Company and/or derogates from Your obligation to observe these Terms of Use at all times.

⇒ **Use of Services and Website by Minors**

- In order to use Company's Services and/or Website, You must be over sixteen (16) years old. We reserve our right to request proof of age at any point in such form that allows us to ensure that minors under the age of sixteen (16) are not using the Services and/or Website. Insofar as it is brought to our knowledge that an individual under sixteen (16) is using the Services and/or Website, we will block such person's access to the Services and/or Website and shall make any effort to immediately erase any personal data (per the definition of this term in our Privacy Policy) concerning such person. You may contact us at support@eternity.co.il if You believe that we collected personal data from Users under sixteen (16).

6. **Payment Methods**

Some of the Services we offer involve payment. The payment terms are specified below and we request that You read them carefully prior to engaging with us.

To view the full details about payment for the Services:

⇒ Payment Terms

- Some of the Services we offer involve payment – the tombstone purchasing service involves payment; the Commemorative Site establishment service in itself involves payment, unless it is offered as part of the tombstone purchasing service; the online obituary service does not involve payment. Moreover, use of the marketplace platform does not involve payment (however, choosing a commemoration project involves a donation or payment via the Website). Usage fees will be mentioned to You upon Your first engagement with us. Note that we may, but are not obligated to, grant a limited free trial period to use the Services.
- Payment or donation using the marketplace platform: Eternity shall collect the project cost directly from the donor or buyer, and shall transfer the consideration for the commemoration project's cost to the organization, net of a commission that constitutes a certain percentage of the project cost (such terms are defined hereinbelow under Public Commemoration). Such commission or the full payment will also incur VAT, as applicable by law and as determined by Eternity.
- We reserve our right to change the usage fees at any time, at our sole discretion.
- Online payment service providers: payments for use of some Services are processed using online payment service providers (e.g., Cardcom). We may add or change the payment service providers with whom we engage for the purpose of providing the Services at our sole discretion. The payment service providers allow You to send payments online and in a secure form via credit card, debit card or bank account. We do not control and are not affiliated with the payment service providers, who are independent contractors with no employee-employer or agency relationships with Eternity. Eternity is not responsible in any form to actions (or inactions) taken by the payment service providers. Use of the payment service providers is made under Your responsibility only. It is Your responsibility to observe all of the terms specified by the payment service providers in their terms of use and privacy policy.
- Transaction cancellation: a transaction may be cancelled up to 48 hours as of receiving approval of the order placement by the User, subject to a payment of 30% of the transactional total, and such cancellation can be executed by emailing the Company at support@eternity.co.il and/or by contacting the Company's customer service directly via telephone: +972-337381800. To remove any doubt, with respect to public commemoration, the organization will not be entitled to payment for a transaction that can be lawfully cancelled by the donor or buyer.

7. IP, Trademarks and Ownership of Rights

The Website and Services are owned by and/or licensed to Eternity and are protected under copyright and other intellectual property laws. Eternity hereby grants You a limited license to use the Website and Services, subject to these terms of use. Any right not granted to You specifically pursuant to this agreement shall be reserved by Eternity and its licensors. Note that, insofar as You provide us with feedback about the Website or Services, You hereby grant Eternity license to use any such feedback, at Eternity's sole discretion.

To view the full terms about ownership of the Website and Services:

⇒ Intellectual Property Rights

- The Website, Services and the Contents therein, including the proprietary assets of Eternity and all the intellectual property rights pertaining thereto, including but not limited to, patents and patent applications, trademarks and trademark applications, trade names, reputation, copyrights, trade secrets, domain names, whether registered or registrable or not (herein, collectively: **Intellectual**

Property) are owned by and/or licensed to Eternity and are protected under copyright and other intellectual property laws, and under international conventions and agreements. Any right not granted to You specifically hereunder shall be reserved by Eternity and its licensors.

The marks, logos and other proprietary identifiers of Eternity, used by Eternity with relation to the Service (herein: **Eternity Trademarks**) are all trademarks and/or trade names of Eternity, whether registered or not, whether registrable or not. All other trademarks, trade names, other identifying marks and other trade symbols (including any logo) that may be displayed on the Website and/or in the course of the Services rendered by Eternity, belong to their owners (herein: **Third-Party Trademarks**). Third-Party Trademarks are brought in the course of the Services (as applicable) for the purposes of presentation, description, and identification only. No right, license or title is hereby given to the Eternity Trademarks or Third-Party Trademarks, therefore You must avoid making any use of such marks, unless otherwise permitted in these Terms of Use.

- Subject to these Terms of Use, the Company grants You a personal, revocable, non-unique, non-transferable right that cannot be sub-licensed, to use Eternity's Service, Website and Contents, among others to establish the Commemorative Site and present it to the end-Users according to such terms. To remove any doubt, the terms do not grant You a right to the Company's intellectual property, but rather only a limited and revocable right to use, as aforesaid. No provision in these Terms constitutes a waiver of Eternity's intellectual property pursuant to any law.
- The marks, logos and other proprietary identifiers of Eternity, used by Eternity with relation to the Service (herein: **Eternity Trademarks**) are all trademarks and/or trade names of Eternity, whether registered or not, whether registrable or not. All other trademarks, trade names, other identifying marks and other trade symbols (including any logo) that may be displayed on the Website and/or in the course of the Services rendered by Eternity, belong to their owners (herein: **Third-Party Trademarks**). Third-Party Trademarks are brought in the course of the Services (as applicable) for the purposes of presentation, description, and identification only. No right, license or title is hereby given to the Eternity Trademarks or Third-Party Trademarks, therefore You must avoid making any use of such marks, unless otherwise permitted in these Terms of Use.

⇒ **Feedback**

- Insofar as You provide us with feedback, comment or any offer concerning the Services (herein: **Feedback**), Eternity shall receive an exclusive, royalty-free, perpetual, global and irrevocable license to integrate the Feedback in all of its current or future Products and Services, without granting You any consideration. You hereby confirm that the Feedback will be considered non-secret information. Moreover, You declare that the Feedback is not subject to license terms that can bind Eternity to comply with additional obligations with relation to its Products and/or Services which integrate such Feedback.

8. **Commemorative Site and Content**

The Website and Platform also include the option of establishing a designated Commemorative Site, to which various contents will be uploaded by You and by other Users to whom You grant suitable access permission, including, but not limited to, photos, videos, information and other text about the deceased and their family members, etc. You must ensure that the Commemorative Site that You established and/or operate includes terms of use that contain, at minimum, the limitations set in these Terms of Use, and also a link to Eternity's privacy policy, as specified hereinbelow.

To view the full terms about the Commemorative Site's contents:

⇒ **Contents of Commemorative Site**

- The Website and Platform allow You to establish and operate a designated Commemorative Site in which You can present, publish and share third-party contents, including but not limited to, photos, videos, and information about Your loved ones, and also creations that may be protected under copyrights, e.g., photo, video clips, songs and related texts. Furthermore, You can independently upload contents to the Commemorative Site, grant suitable access permissions to other Users for uploading contents to the Commemorative Site, and also forward to the Company contents to be uploaded for You to the Commemorative Site (herein, collectively: **Contents of Commemorative Site**). Please ensure that Your use of the Platform respects the proprietary rights (including intellectual property rights, right to good name and right to privacy) of the individuals presented on the Contents of Commemorative Site and of the owners of such Contents. The Company shall not be liable for any damage, loss, cost or expense that might be caused to You as a result of uploading Contents of Commemorative Site or with respect to such upload. You hereby consent and confirm that You take sole responsibility for the Contents of Commemorative Site that are uploaded by You and the other Users to the Commemorative Site that You established by using the Services, and for the implications of the use of such Contents by Company and by third parties.
- You must ensure that the Contents of Commemorative Site that are uploaded by You, for You or by individuals in Your behalf, are legal. Among others and as an example only, the following contents may not be displayed on the Commemorative Site:

Insofar as You provide us with feedback, comment or any offer concerning the Services (herein: **Feedback**), Eternity shall receive an exclusive, royalty-free, perpetual, global and irrevocable license to integrate the Feedback in all of its current or future Products and Services, without granting You any consideration. You hereby confirm that the Feedback will be considered non-secret information. Moreover, You declare that the Feedback is not subject to license terms that can bind Eternity to comply with additional obligations with relation to its Products and/or Services which integrate such Feedback.

You may not (and may not permit any third party), unless it has been specifically permitted under these Terms of Use: (a) use the Services and/or Website and/or Contents and/or content of the Commemorative Site and/or the marketplace platform and/or visitor content for any illegal, immoral, unauthorized and/or prohibited purpose; (b) use the Services and/or Website and/or Contents and/or content of the Commemorative Site and/or the marketplace platform and/or visitor content for commercial or non-private purposes; (c) remove or separate from the Contents and/or Website and/or Commemorative Site and/or marketplace platform and/or visitor content any restrictions and marks that indicate the proprietary rights of Eternity or its licensors, including all proprietary notices that appear therein (e.g., ©, TM or ®); (d) breach and/or infringe on Users' rights to privacy and other rights, or collect personal identifying data about Users without their explicit consent, whether manually or through use of any robot, crawler, any search or retrieval application, or through use of other manual or automatic means, process or method to enter the Website and retrieve, collect and/or draw data; (e) impact or disrupt the operations of the Website, Commemorative Site, networks or servers which store the Website and/or Commemorative Site, or break any law, regulation, demand, protocol or policy of such servers or networks; (f) make false statements or give false representation with respect to Your affiliation with any person or entity, or mention, specifically or implicitly, that Eternity is affiliated with You in any form, or sponsors or supports You, Your site, business or statements, or present false or inaccurate information about the Website, Services or Eternity; (g) take any action that creates or might create a heavy and unreasonable load on the infrastructure of the Website and/or Services and/or Commemorative Site; (h) bypass the means used by Eternity to prevent or restrict access to the Website and/or Services and/or Commemorative Site; (i) copy, amend, change, adjust, deliver, make accessible, translate, redirect, reverse engineer, convert binary code into open source code, decompile or separate any part of the Contents or Website or Services, or present to the public, create derivatives, perform, distribute or make any similar use of the Contents; (j) copy, distribute, present, process, sub-license, make any commercial use, sell, rent out, transfer, lend, collect, translate, create a derivative work, reverse engineer, combine with another software – any material subject to Eternity's proprietary rights, including the Eternity's intellectual property (per the definition of this term hereinabove), in any form or through use of any means; (k) make any use

of the Contents and/or content of the Commemorative Site in any other website or computer network, for any purpose, without Eternity's prior and written consent; (l) create a browser environment, frame, mirror, or perform in-line linking to any part of the Website, Contents and Commemorative Site; (m) sell, license or exploit, for any commercial purpose, any use or access to the Website and/or Services and/or Commemorative Site; (n) create a database by systematically downloading and storage all or some of the Contents and/or content of the Commemorative Site; (o) transfer or otherwise make accessible, with respect to the Website, Contents, Services or the Commemorative Site, any virus, worm, trojan horse, bug, spyware, malware, or any other computer code, file or software which may damage, or are meant to damage, the operation of any hardware, software, communications equipment, code or component; and/or (p) use the Website and/or Contents and/or Services and/or Commemorative Site and/or the marketplace platform and/or visitor content for any unauthorized purpose or any purpose that does not suit the purpose of using the Website and/or for the purpose of breaching any of these terms.

10. **Prohibited Uses**

There are certain actions which are prohibited during use of the Website and/or Services and/or Commemorative Site and/or marketplace platform. Please read such restrictions carefully. Failure to comply with such restrictions and prohibitions may terminate Your use of the Website and/or Services, at its sole discretion, and even expose You to civilian and/or criminal liability.

To view the actions prohibited during use of the Website and/or Services:

⇒ You may not (and may not permit any third party), unless it has been specifically permitted under these Terms of Use: (a) use the Services and/or Website and/or Contents and/or content of the Commemorative Site and/or the marketplace platform and/or visitor content for any illegal, immoral, unauthorized and/or prohibited purpose; (b) use the Services and/or Website and/or Contents and/or content of the Commemorative Site and/or the marketplace platform and/or visitor content for commercial or non-private purposes; (c) remove or separate from the Contents and/or Website and/or Commemorative Site and/or marketplace platform and/or visitor content any restrictions and marks that indicate the proprietary rights of Eternity or its licensors, including all proprietary notices that appear therein (e.g., ©, TM or ®); (d) breach and/or infringe on Users' rights to privacy and other rights, or collect personal identifying data about Users without their explicit consent, whether manually or through use of any robot, crawler, any search or retrieval application, or through use of other manual or automatic means, process or method to enter the Website and retrieve, collect and/or draw data; (e) impact or disrupt the operations of the Website, Commemorative Site, networks or servers which store the Website and/or Commemorative Site, or break any law, regulation, demand, protocol or policy of such servers or networks; (f) make false statements or give false representation with respect to Your affiliation with any person or entity, or mention, specifically or implicitly, that Eternity is affiliated with You in any form, or sponsors or supports You, Your site, business or statements, or present false or inaccurate information about the Website, Services or Eternity; (g) take any action that creates or might create a heavy and unreasonable load on the infrastructure of the Website and/or Services and/or Commemorative Site; (h) bypass the means used by Eternity to prevent or restrict access to the Website and/or Services and/or Commemorative Site; (i) copy, amend, change, adjust, deliver, make accessible, translate, redirect, reverse engineer, convert binary code into open source code, decompile or separate any part of the Contents or Website or Services, or present to the public, create derivatives, perform, distribute or make any similar use of the Contents; (j) copy, distribute, present, process, sub-license, make any commercial use, sell, rent out, transfer, lend, collect, translate, create a derivative work, reverse engineer, combine with another software – any material subject to Eternity's proprietary rights, including the Eternity's intellectual property (per the definition of this term hereinabove), in any form or through use of any means; (k) make any use of the Contents and/or content of the Commemorative Site in any other website or computer network, for any purpose, without Eternity's prior and written consent; (l) create a browser environment, frame, mirror, or perform in-line linking to any part of the Website, Contents and Commemorative Site; (m) sell, license or exploit, for any commercial purpose, any use or access to the Website and/or Services and/or Commemorative Site; (n) create a database by systematically downloading and storage all or some of the Contents and/or content of the

Commemorative Site; (o) transfer or otherwise make accessible, with respect to the Website, Contents, Services or the Commemorative Site, any virus, worm, trojan horse, bug, spyware, malware, or any other computer code, file or software which may damage, or are meant to damage, the operation of any hardware, software, communications equipment, code or component; and/or (p) use the Website and/or Contents and/or Services and/or Commemorative Site and/or the marketplace platform and/or visitor content for any unauthorized purpose or any purpose that does not suit the purpose of using the Website and/or for the purpose of breaching any of these terms.

11. **Privacy Policy**

A precondition of Your use of our services is reading and consenting to our privacy policy, which You can view [here](#) [click here].

To read the full details about our privacy policy and the data we collect in the course of using the Website, Commemorative Sites and Services, [click here](#).

⇒ We respect Your privacy and are obligated to protect the personal data You share with us. We believe that You have the right to know our policy with respect to collecting and using the data we receive during Your use of the Website and/or Company's Services and/or marketplace platform and/or commemorative sites. The collection policy of various data is described in our privacy policy, which constitutes an integral part of these Terms of Use. You hereby consent and approve that the Company shall use Your personal data according to the privacy policy.

⇒ A precondition of Your use of the Services is reading and consenting to the privacy policy.

12. **Links to Website and Third-party Sites**

The Services offered by us may include links that redirect to other sites and platforms of third parties who are not Eternity and not under its control. Your entry, use and reliance on third-party sites, services or contents and also any interaction between You and third parties is under Your sole responsibility.

We welcome links to any page on the Website, however, You may not link to the Website from a website that is not Yours or a website for which You have no authorization to use, and You are not permitted to declare any affiliation or approval of Eternity to the services rendered by You or to describe Eternity in a false or hurtful manner.

To view the full details about links to the Website and to Third-party sites:

⇒ We welcome links to any page on the Website. You may not create a hypertext link to the Website insofar as the link does not state, in a specific or implied manner, any affiliation or approval of Your internet platform and/or products and/or services that are not rendered by Eternity, and does not describe Eternity in a false or hurtful manner. You may not link to the Website from a website that is not Yours or a website for which You are not authorized to use. In any case of linking to the Website, You hereby declare that Your site does not contain illegal, hurtful content or content that infringes on third-party rights. However, we do not permit framing or in-line linking.

⇒ Certain links that appear on the Website and/or presented as part of the Services allow You to enter websites or services that do not belong to Eternity, are not controlled by Eternity, and linking to them is allowed for Your comfort only; Eternity is not responsible for their availability, does not approve and is not responsible for them, including but not limited to, any advertisement, benefit, products or other information displayed therein or available therethrough or any link therein. Moreover, Eternity and/or the Company's authorized representatives are not responsible for the privacy policy of such third-party websites or services, or other practices common at such third parties. Your entry into, use of and reliance on such services and Your interactions with such third parties are under Your responsibility and

at Your expense.

- ⇒ Eternity reserves the right to delete any link at any time. Eternity shall not be responsible for any damage caused, or allegedly caused, with relation to or as a result of Your use or reliance on contents, services, products or advertisements available on the websites or services of these third parties. Most websites and services linked to the Website provide legal documentation, including Terms of Use and Privacy Policy, applicable to the use thereof. We recommend reading such documents thoroughly before using such services, among others, to be aware of the type of information collected about You.

13. **Availability**

We make efforts to ensure that our Services and Website will be available for You continuously. However, Eternity is not responsible or does not undertake that the Services, Website, marketplace platform and Commemorative Sites will be operational or available at all times without interruptions or fault, e.g., due to disconnections in Your internet connection and downtime in hardware or software activity in light of technical or other problems that are not under Eternity's control.

To view the full terms regarding availability of the Services and Website:

- ⇒ The availability and functionality of Eternity's Service, our Website and the Commemorative Sites depend on numerous elements, including software, hardware, communication networks, service vendors and contractors of Eternity or other third parties (including cloud storage services, etc.).
- ⇒ We make reasonable efforts to ensure that Eternity's Services, the Website (including the marketplace platform) and Commemorative Sites will be available to You continuously. However, Eternity shall not be responsible and does not guarantee or undertake that the Website, Services (including the marketplace platform) and the Commemorative Site established by You will be operational and/or available at all times without disruption or malfunction, and that they will be without faults. You hereby consent that Eternity shall not be responsible to the inability of Services to run or be accessible, for any reason whatsoever; including downtime in internet activity or communication networks and downtime in the operation of hardware or software in light of technical or other problems that are not under Eternity's control (e.g., sabotage, force majeure, third party negligence, etc.).
- ⇒ We make reasonable efforts to ensure that Eternity's Services, the Website (including the marketplace platform) and Commemorative Sites will be available to You continuously. However, Eternity shall not be responsible and does not guarantee or undertake that the Website, Services (including the marketplace platform) and the Commemorative Site established by You will be operational and/or available at all times without disruption or malfunction, and that they will be without faults. You hereby consent that Eternity shall not be responsible to the inability of Services to run or be accessible, for any reason whatsoever; including downtime in internet activity or communication networks and downtime in the operation of hardware or software in light of technical or other problems that are not under Eternity's control (e.g., sabotage, force majeure, third party negligence, etc.).
- ⇒ Insofar as maintenance is required for Eternity's Services, Website, marketplace platform and the Commemorative Sites in such manner that would impact their availability, Eternity may (but is not obligated to) notify You in advance.

14. **Removal and Limitation of Liability**

Your right to use Eternity's Services, Website, marketplace platform and Commemorative Sites is given to You AS-IS, and Your aforesaid use is under Your personal and exclusive responsibility.

To view the terms of removal and limitation of liability, and the full indemnification obligations:

⇒ **Removal of Liability:**

- **Excluding as aforesaid specifically in this section and inasmuch as possible under the law, Eternity's Services and/or Website and/or marketplace platform and/or Contents are given to You AS-IS. Eternity, including its vendors, managers, subcontractors, distributors, employees, related entities, agents, licensors and agents (herein, collectively: Eternity's Representatives) bear no liability or obligation of any kind (specific or general), including liability in view of ownership right or non-violation or general liability for commercial quality or compatibility with a certain purpose, and also liability resulting from the normal course of business or a commercial action.**
- It is possible that You are vested with additional consumer rights that cannot be changed by these Terms of Use. With respect to the tombstone purchasing service as offered by the Company as part of its Services, the Company undertakes to erect the tombstone purchased through the Website, according to the order details input by the User on the Company's Website and as received by the Company, within fourteen (14) days of receiving approval of the order placement by the User, unless specified otherwise and in writing by the Parties. Moreover, the Company undertakes to a period of ten (10) years as of erecting the tombstone to engage with a service provider for the purpose of manufacturing and erecting the tombstones, and ensure that in the course of the engagement with such provider, the latter undertakes that (1) the raw material from which the tombstone is made will be according to the quality standard common in the industry, at least; (2) the design and graphic elements that would appear in the tombstone shall be compatible with the User's order, as received in the Company's Website; (3) the tombstone will be erected according to a safety and stability standard. It is clarified that Company shall have no liability with respect to mistakes or inaccuracies in any information input by the User on the Company's Website.
- With respect to the marketplace platform service offered by the Company as part of its Services, it shall be mentioned that as of the establishment of the commemoration project and for a duration of 5 years thereon, the organization will be responsible for maintaining the commemoration project and also for any fault or damage related to stability, strength, visibility and integrity of the project (insofar as this concerns a physical project).
- Notwithstanding the aforementioned, it is hereby clarified that the Company shall not bear any liability to a breach or inaction in the execution of its undertakings hereunder in case such breach or inaction is a direct result of elements outside of its control, e.g., an action taken by a third party (e.g., an individual who defaced the tombstone) or due to external circumstances of force majeure (including, without derogating from the generality of the aforesaid, plague, fire, natural disasters, floods, embargo, riots or disturbances, or other natural disasters) (Herein, collectively: **External Circumstances**). Insofar as due to External Circumstances the Company is unable to meet its obligations hereunder in full and on time, then such compliance shall be suspended for the duration of delay that results directly from such External Circumstances, and the dates specified in this Agreement for compliance shall be deferred according to the period in which the External Circumstances prevented the Company from complying with its obligations. The Company shall be obligated to continue executing its obligations hereunder within reasonable time once the External Circumstances have ceased.
- It is possible that You are vested with additional consumer rights that cannot be changed by these Terms of Use. With respect to the tombstone purchasing service as offered by the Company as part of its Services, the Company undertakes to erect the tombstone purchased through the Website, according to the order details input by the User on the Company's Website and as received by the Company, within fourteen (14) days of receiving approval of the order placement by the User, unless specified otherwise and in writing by the Parties. Moreover, the Company undertakes to a period of ten (10) years as of erecting the tombstone to engage with a service provider for the purpose of manufacturing and erecting the tombstones, and ensure that in the course of the engagement with such provider, the latter undertakes that (1) the raw material from which the tombstone is made will

be according to the quality standard common in the industry, at least; (2) the design and graphic elements that would appear in the tombstone shall be compatible with the User's order, as received in the Company's Website; (3) the tombstone will be erected according to a safety and stability standard. It is clarified that Company shall have no liability with respect to mistakes or inaccuracies in any information input by the User on the Company's Website.

- It is possible that You are vested with additional consumer rights that cannot be changed by these Terms of Use. With respect to the tombstone purchasing service as offered by the Company as part of its Services, the Company undertakes to erect the tombstone purchased through the Website, according to the order details input by the User on the Company's Website and as received by the Company, within fourteen (14) days of receiving approval of the order placement by the User, unless specified otherwise and in writing by the Parties. Moreover, the Company undertakes to a period of ten (10) years as of erecting the tombstone to engage with a service provider for the purpose of manufacturing and erecting the tombstones, and ensure that in the course of the engagement with such provider, the latter undertakes that (1) the raw material from which the tombstone is made will be according to the quality standard common in the industry, at least; (2) the design and graphic elements that would appear in the tombstone shall be compatible with the User's order, as received in the Company's Website; (3) the tombstone will be erected according to a safety and stability standard. It is clarified that Company shall have no liability with respect to mistakes or inaccuracies in any information input by the User on the Company's Website.
- Excluding as aforesaid specifically in this section, Eternity and Eternity's Representatives do not undertake that (1) Eternity's Services and/or Website and/or Contents and/or Commemorative Sites and/or marketplace platform are or will be safe to use, accurate, full, without faults or disruptions, or clean of viruses, malfunctions, worms, other harmful components or other software restrictions; (2) they will repair all errors, malfunctions or defects in Eternity's Services and/or Website and/or Contents and/or the Commemorative Site and/or marketplace platform; (3) the use, ability to use or operate, and/or the results of using Eternity's Services and/or Website and/or Contents and/or Commemorative Site and/or marketplace platform will comply with the User's requirements or expectations.
- Excluding as aforesaid specifically in this section, Eternity and Eternity's Representatives bear no liability with respect to use of Eternity's Services and/or Website and/or Contents and/or Commemorative Site and/or marketplace platform, including but not limited to, with respect to availability, credibility or quality of Eternity's Services and/or Website and/or Commemorative Site and/or marketplace platform. Eternity and Eternity's Representatives are not responsible and shall bear no liability for mistakes, malfunctions or faults concerning Contents and/or any information presented in the course of Eternity's Services and/or Website and/or Commemorative Site and/or marketplace platform.
- Eternity and Eternity's Representatives shall not be responsible for any result originating in technical faults (including but not limited to, with relation to internet connectivity, line or server loads, delays and disruptions), faults that result from internet service, telecommunications and electricity providers. You hereby consent that use of Eternity's Services and/or Website and/or Contents and/or Commemorative Site and/or marketplace platform are under Your sole responsibility.
- Thereafter completing the provision of Services (including as of the establishment of the Commemorative Site by You via the platform offered in the course of the Services), Eternity shall bear no liability with respect to information generated in the course of the Services. It is Your sole responsibility to ensure that this information is backed up by You and that You do not rely upon it thereafter concluding use of the Services.
- Insofar as certain jurisdictions do not allow for exclusions or restrictions as aforesaid hereinabove, the exclusions and restrictions mentioned above shall not be applied in full, but rather only to the fullest extent permissible under the applicable law.

- To remove any doubt, it is hereby clarified that any decision made during Your use of Eternity's Services, Websites, marketplace platform or Commemorative Site, including a decision on an online order, donation and/or purchase transaction, establishment of a Commemorative Site and presentation of the Contents of Commemorative Site, design of an obituary and tombstone, the uploading of contents about You and about third parties and/or other decisions, are made by You and under Your sole responsibility.
- It is hereby clarified that Eternity does not give any representation concerning: (a) the classification, for tax purposes, of the payments that are made with relation to this Agreement by the Users or organizations; (b) the application of provisions on tax benefits, including exemptions, credits (including credit pursuant to Section 46 of the Income Tax Ordinance or other legal provisions), withholdings, offsets; (c) in reference to compliance of obligations under any law, including payment and reporting obligations to tax authorities with respect to commemorative projects. All tax implications resulting from the services, including payments made directly or indirectly from users to organizations, including through Eternity, shall be under the responsibility of the users or organizations, as applicable. The user and/or any on its behalf hereby waives any complaint and/or suit and/or demand with relation to the tax implications that apply to them with relation to Eternity's Services, including with relation to non-recognition of payments as donation (including in reference to receiving credit pursuant to Section 46 of the Income Tax Ordinance or other provisions of law) or as an expense for tax purposes.

⇒ **Limitation of Liability:**

- To the fullest extent possible by law, Eternity, including Eternity's Representatives, shall bear no liability for any damage, including direct, indirect and/or random, special, punitive, casual or resultative damage caused to you or to third parties due to your use of Eternity's Services and/or Website and/or marketplace platform and/or Commemorative Sites, directly or indirectly, including (but not limited to) any damage resulting from or related to use of the Services and/or Website and/or Commemorative Sites or due to the inability to use the Services and/or Website and/or marketplace platform and/or Commemorative Sites, even if done according to recommendations given to you in the course of Eternity's Services, with any cause of suit whatsoever (contractual, damages or otherwise), and all whether or not Eternity knows about the possibility that said damage might be caused.
- Without derogating from the aforesaid, the total liability of Eternity to you for all of your damages of any kind shall not exceed the price that you paid, insofar as you actually paid it, to Eternity, with relation to Services over the twelve (12) months that preceded the alleged damage.

⇒ **Indemnification:**

- You must protect and indemnify Eternity and Eternity's Representatives against any suit or demand, damage, loss, obligation, liability, expense, taxes (including linkage and interest fines) and debt (including, without limitation, lawyers' fee) which result from: (a) your use of Eternity's Services and/or Website and/or Contents and/or Commemorative Site and/or Contents of Commemorative Site and/or marketplace platform and/or content of visitors not according to the terms; (b) any breach on your part of these terms; (c) a breach on your part of any third party right, including but not limited to, intellectual property rights, right to good name and right to privacy; and (d) any damage whatsoever, whether direct, indirect, special, or resultative damage, that you caused to a third party with relation to your use of Eternity's Services and/or Website and/or Contents and/or Commemorative Site and/or Contents of Commemorative Site and/or marketplace platform and/or visitor content. It is hereby clarified that the aforementioned obligation of indemnification shall also apply thereafter the termination of your engagement with Eternity.
- Without derogating from the generality of the aforesaid, Eternity reserves the exclusive right to manage the defense and total control of any matter and proceeding related to indemnification on your

part, in such manner that does not derogate from your mentioned liability, and which binds you to fully cooperate with Eternity in managing such proceeding. You confirm that you will not agree to a settlement in any matter that is subject to indemnification by you without receiving Eternity's prior and written consent.

15. Changes and Updates to Services, Website and These Terms of Use

Eternity may, at its sole discretion, update and change the Services and Website from time to time, and also block or cancel Your use, or cease the provision of Services. Moreover, Eternity may, at its sole discretion, change these Terms of Use from time to time and in certain cases, while updating You on significant changes.

To view the full terms of use concerning changes and updates to Services, Website and these Terms of Use:

⇒ Changes to Eternity's Services and Website

- Eternity may, from time to time, update, upgrade, improve and secure the Company's Services and Website, erase any information or content from Eternity's Services or Website or from the Commemorative Sites or online stores, or to change, amend, improve and effect other changes, or cease the supply or provision of information, contents or features therein, without giving any prior notice and at its sole discretion.

⇒ Service Blocking and Cancellation

- Eternity may, at any time, block and/or permanently restrict Your access to Eternity's Services and/or Website and/or the Commemorative Sites and/or marketplace platform and/or block, cancel and/or restrict access to the account at its sole discretion (in addition to another relief that may be at Company's disposal under any law).
- We shall mention that we might suspend access to Eternity's Services and/or Website and/or the Commemorative Sites and/or marketplace platform (including some or all online stores) if we believe, at our sole discretion, that one (or more) of the following events has occurred: (a) risk of security or privacy; (b) threat against security or integrity of our network or servers; (c) suspension is required to protect the rights, property or safety of Eternity, its Users or the public; (d) violation of these Terms; (e) insofar as, at our sole discretion, it has been determined that Your conduct rises to the level of a repeated offense (a User who received notice on a violating activity more than twice); and/or (f) we are required by any law.
- Furthermore, Eternity may, at any time, at its sole discretion, cease Eternity's Services and/or Website and/or the Commemorative Sites and/or marketplace platform (including some or all online stores), temporarily or permanently, without giving any prior notice. You hereby agree and approve that Eternity will not be responsible for data loss and/or any damages resulting from or related to its decision to stop or delay as aforesaid.
- You hereby consent and confirm that Eternity bears no liability in reference or in relation to the cessation of Eternity's activity and/or the loss of any data.

⇒ Changes and Cancellation of Terms of Use

- Eternity may, at its sole discretion, change the terms from time to time, and requests You to repeatedly visit this page as often as possible.
- Eternity shall make reasonable efforts to notify You on any significant changes to the terms via notice on the Website and/or sending an email to the email address that You provided to Eternity in the

course of using the Services.

- Significant changes to be made to the terms by Eternity shall enter into effect within seven (7) business days as of such notice. All other changes to the terms shall enter into effect on the last updating date thereof and Your continued use of the Service following the last updating date shall constitute Your consent to be bound by such changes.
- Insofar as we are required to change the terms in order to comply with the provisions of law, such changes shall enter into effect immediately or as required by law, without giving prior notice.
- The provisions of the Terms of Use herein, which naturally survive the termination of the engagement to comply with the purposes of the Terms, shall remain in effect. Without derogating from the generality of the aforesaid hereinabove, clauses pertaining to intellectual property, removal of liability, limitation of liability, indemnification and the *General Legal Terms* clause shall continue to apply even thereafter the termination of this engagement.

16. **General Legal Terms**

These terms constitute the overall agreement between You and Eternity. To arrange all of the legal obligations and rights between us and our Users, including with regards to settling disputes that may emerge, these Terms of Use including additional legal terms.

To view the additional legal terms:

- These Terms of Use exhaust the full understandings and terms agreed between You and Eternity with respect to the matters that appear in these Terms, and supersede all other, prior or effective agreements, whether written or oral, between You and Eternity;
- Any suit with respect to Eternity's Services and/or Website or the use thereof shall be governed by the laws of the State of Israel and interpreted pursuant to such laws (without giving effect to international rules of choice of law as set therein) and shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- Any dispute that results from or is related to these Terms, Your use of Eternity's Services and/or Website, shall be brought before the competent courts in Tel Aviv, Israel, and You hereby consent to the unique and local jurisdiction of such courts of law. You hereby consent to waive all defenses concerning lack of personal jurisdiction and improper forum, and consent that court documents will be serviced as permitted pursuant to the applicable law and/or court ruling. Notwithstanding the aforesaid, Eternity may request the issuance of injunctions in any competent court of law.
- These Terms of Use do not establish, and shall not be interpreted as establishing, a partnership, joint venture, employee-employer relationship, agency relationship or franchiser/franchisee relationship between Eternity and You.
- No waiver by any party of any breach or inaction hereunder shall be considered as a waiver of any breach or inaction, whether prior or later.
- Any section title or other title in the Terms herein is meant for reading comfort only and shall not define or clarify any section or provision included in these Terms.
- **You hereby confirm and consent that any cause of suit that You may have, resulting from Eternity's Services and/or Website, or pertaining thereto, shall be at Your disposal for the duration of one (1) year as of the event.** Thereafter such period, it is hereby agreed between the Parties that the cause of this suit will expire.

- Insofar as a competent entity decides that any provision herein is illegal, null or unenforceable for any reason whatsoever, then it shall be seen as a provision that can be restricted or separated from these Terms, and (inasmuch as possible under the law) shall not impact the effect and enforceability of any provision from among the remaining provisions of these Terms.
- You may not assign, sub-license or otherwise transfer Your rights or undertakings, wholly or partially, hereunder, to any third party whatsoever without our prior and written consent. We may assign or transfer our undertakings hereunder without limitation and without notice.
- Any amendment to these Terms of Use shall not have legal binding effect unless done in writing by Eternity.
- The Parties agree that any correspondence related to the terms herein shall be in writing (by email or post), in either Hebrew or English.
- You consent, without limitation, that a printed version of these Terms and of any notice given electronically shall serve as admissible evidence in judicial or administrative proceedings based on such Terms, or in relation thereto, similar to and subject to the terms of documents and other business records that were generated at source and kept in a printed version.