

Terms of use

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Terms of Use – The Israel Diamond Exchange Ltd.

Last updated: December 3, 2019

The Israel Diamond Exchange Ltd. (hereinafter: “**the Portal Operator**”, “**the Israel Diamond Exchange**”, “**We**”, or “**the Company**”) congratulate You (hereinafter: “**the User**” or “**You**”) on Your using the website www.isde.co.il (including sub-domains and secondary domains with which these Terms of Use are associated) and the Application of the Israel Diamond Exchange (hereinafter, respectively, “**the Website**” and “**the Application**”).

The terms of use specified hereinafter (hereinafter – “**the Terms of Use**”) apply to the use of the Company’s Website, Application and services (which You will be provided through the Website and/or Application).

1) Consent to the Terms of Use

Please read carefully: In entering and using the Website and/or installing the Application, or in using the Application and/or services, and/or in registering, You are consenting and affirming that You have read and understood these Terms of Use (including the terms enumerated in the “**Privacy Policy**” of the Website and Application displayed on this link: ([Ios](#), [android](#)) (hereinafter jointly – “**the Terms**”); You consent that the Terms will obligate You and that You will operate in compliance with all the laws and regulations which govern the use of the services, and You confirm that these Terms constitute a binding legal agreement enforceable between the Company and Yourself. **If You do not agree to any of the Terms specified hereinafter, You may no longer enter or access the Website, and/or are obligated to remove and delete the Application from Your**

mobile device, and You are not entitled to use the Application and/or services. Said prohibitions of entry, access and use go into effect immediately upon Your refusal of Your consent.

Please note: The Website and/or Application is intended exclusively for users over eighteen (18) years old. If You are not over eighteen (18) – You may not use the Website, Application and services.

The Terms are worded in the masculine form for convenience only, and pertain, naturally, to women as well.

2) The Website, the Application and the Services

The Website is intended to serve the general public, but some of the services and content on the Website, and services provided through the Application – for instance, without derogating from the generality of the aforesaid, the detailed commerce Platform ("**the Platform**")– are for subscribers only. Members of the Israeli Diamond Exchange Ltd. ("**the Exchange**") who hold valid licenses for dealing with diamonds from the Diamond Administration (the supervision) of the Ministry of Economy ("**License Holders**") may register as Website subscribers. The subscription type could be dependent on the classification of the registrant for service in accordance with the classifications determined by the Company from time to time.

Details regarding the information collected through Users' use of the Website and Application can be found in the Website and Application Privacy Policy that appears on the Website.

The Application may be available to particular operation systems only. The User may download and use the Application only in a device that has installed the original operation system on which the Application was designed to operate. To open or use the Application or any part thereof, the User must obtain all the necessary software, means and equipment, at his own exclusive expense and liability.

Please note: Subscription is contingent on the completion of the registration process as specified in this Agreement. The Company is entitled to refrain from approving a potential user's subscription to the services provided by the Company, for any reason, at its own exclusive discretion.

Moreover, You agree and affirm that You may be charged by third parties for internet use, connecting to the web, and using a data package.

The Website and/or Application offer/s various content such as contact details, video clips, texts, files, logos, icons, pictures, data, links, other special content, technical data, documentation, information, materials, specifications, designs, the look and feel of the Website and/or Application, algorithms, source code, machine code, interfaces, graphics, illustrations, drawings, animations, and other content displayed on or by way of the Website and/or Application (hereinafter: “**the Content**”). (hereinafter jointly – “**the Services**”).

Please note: the Israeli Diamond Exchange operates a Website and/or Application whose goal/s is/are to supply industry members with information about the diamond industry as well as other useful information, and to enable users to exchange information. The platform is designed to enable users to publish diamond and gemstone supply and demand. No transactions are made on the platform and the Company bears no liability for the Users’ content, including the content of the advertisements posted on the platform. The User agrees and affirms that his use of the Website, Application and/or Services, including the commerce platform, is at his own exclusive liability.

The User agrees and confirms that although the Company intends to offer him various Services on the Website and/or Application, the Company cannot absolutely and unequivocally ensure that these Services will be provided in whole or in part to the User and/or will meet his expectations.

The Company encourages You to regard the information published online cautiously and critically. This includes the information published by third parties (including content providers), Users, and others in the various sections and Services on the Website and Application, including the commerce platform. Please regard this information with care and caution. The information is not published by the Company, and the Company is therefore not responsible for its credibility, reliability, accuracy or completeness. Bear in mind that this information is no

replacement for consultation with suitable professionals, where such consultation is necessary. Information from content providers which is published on the Website or Application is provided only as a Service to the public.

The Website, Application and Services are provided as is. The User agrees and affirms that he uses the Website, Application and/or Services is at his own risk, and that the Company bears no liability with regard to the potential results of use of the Services, including the commerce platform, or with regard to the functioning of the Website, Application and/or Services. The Company shall not be liable for damage of any kind, including, but not limited to, any damage resulting from Your use of the Website, Application and/or Services.

The User is aware and agrees that he bears exclusive liability for any decision or action he makes or takes as a result of and/or in connection with use of any sort of the Website, Application and/or Services (including in connection with any interaction between the Users in the context of the Website and/or Application, including interaction between Users and various service providers), actions that pertain to making payment, diamond trade etc.)

The User agrees and affirms that the Services may include promotional content from time to time, advertised by Users or third parties including subscribers, of subscribers' inventory of diamonds and gemstones. Liability for this content is borne solely by the advertiser, and the Company shall not bear any liability or culpability in this regard. Moreover, the User agrees and affirms that the Company has neither the duty nor the ability to verify the data presented in this content.

3) Minors

In order to use the Website and/or Application, You must be over eighteen (18). We reserve the right to demand proof of age at any stage, to verify that there are no minors under age eighteen (18) using the Website and/or Application. Should it come to our attention that a person under age eighteen (18) is using the Website and/or Application, we will prohibit and bar this user from entering the Website and/or Application, and we will take every

measure to immediately delete any personal information (as this term is defined in our [Privacy Policy](#)) pertaining to said User.

4) **Subscription**

Upon Subscription, You will be asked to provide personal information such as: name, Diamond Exchange membership number, i.d., means of contacting You, and the full details of Your authorized agents. You are asked to ensure that the details are correct, accurate and complete, and to confirm the veracity thereof, and You hereby agree not to incorrectly present Your identity or any other detail in connection with the creation of the subscription.

Erroneous details may preclude You from registering as a subscriber, and thwart the Company's ability to contact You, so take care to provide accurate, correct and current details when registering. In the event of any change in Your details, You may update them. You alone shall bear the exclusive liability for any ramifications of Your providing erroneous or misleading information.

To enter the Website and/or Application as a subscriber, You will need to use Your i.d. and the Diamond Exchange membership number in order to receive a one time password to be provided to You by phone. The Portal Operator may determine, from time to time, additional or other means of identification.

Under no circumstances may You transfer Your i.d and membership number to any third party. Keep Your i.d and membership number confidential to avoid misuse thereof.

You shall bear exclusive liability for any use made as a result of Your transferring Your details to a third party or otherwise – and the Portal Operator shall not bear any liability or culpability for said use.

In the event that we believe, in good faith, that you are using another person's identification details, you will have exposed yourself to criminal and/or civil liability.

Each User may subscribe only once, and the creation of additional subscription is strictly prohibited.

You may not transfer or assign Your rights or delegate Your duties under the agreement, without the Company's advance written consent. You must report to us immediately any unauthorized use of Your i.d. and membership number, including any security breach. The Company shall not bear liability for any loss or damage caused as a result of Your inability to satisfy these Terms, or the unauthorized use of Your i.d. and membership number, or as a result of a security breach. In such an event, You may be charged for the damages caused to the Company or others.

Additional information pertaining to the subscription and to the information collected on account of the subscription can be found in the privacy policy of the Website and Application.

5) **Termination of subscription**

You are entitled to cancel Your subscription to the services at any time. You can cancel by sending written notice to the Company via email. Should You be asked to confirm the cancellation notice by sending a reply email, this will be a prerequisite for the cancellation of the subscription. The subscription's termination will go into effect on the first business day of the calendar month subsequent to the date of the notice.

The Company is entitled to cancel Your subscription to the Services at any time. Subscriptions may be cancelled for any reason, and the Company will not be asked to explain its decision. Notice of the termination of Your subscription will be sent to You by email, and will enter effect on the date stipulated therein. Such notice may go into effect immediately.

Please note: cancellation of the subscription may lead to the loss of content and data (including the user content You created and other features You designed in the context of Your subscription), and the Company shall not bear liability for this loss.

6) **Messages and notices**

The Services may include the receipt of push messages, text messages, email messages, other social network messages, or other messages from the Company, and You hereby agree to receive all these (Push messages will be sent to the user once the user has actively consented to receive these notices). The user may disable the option to receive push notices from the Company by changing the definitions on his mobile device.

7) **User undertaking**

As a prerequisite for Your use of the Website, Application and/or Services, You present and undertake vis a vis the Company that:

- You will not violate the terms of this Agreement; and –
- You are legally competent to enter this Agreement and satisfy Your undertakings thereunder to the best of Your ability; and –
- The details You provided upon registering as a subscriber to the Services, in the event that You registered as a subscriber, are correct, accurate and complete; and –
- The details You include in the user content, including the commerce platform, are correct, accurate and complete; and –
- In entering this Agreement You are not violating an agreement by which You are bound by law or vis a vis a third party.

8) **Prohibited uses**

There are specific behaviors which are completely prohibited in the context of the use of the Website, Application and/or Services. Please read the prohibitions set forth below with great care. Your failure to satisfy the provisions below may (at the Company's exclusive discretion) lead to the suspension of Your access to the Website, Application and/or Services and may also expose You to civil and/or criminal liability.

Unless expressly permitted under these Terms of Use, You may not (and may not allow any third party to), perform any of the actions specified hereinafter: (a) use the Website, Application and/or content for any purpose which is illegal, immoral, unauthorized and/or prohibited and/or inconsistent with the Website's purpose of use; (b) remove or separate from the content and/or the Website, any restrictions or marks indicating the Company's

proprietary rights or license providers, including all the proprietary rights indicated by symbols such as ©, TM or ®, and You hereby declare and undertake that You will comply with all the laws applicable to this matter; (c) violate and/or infringe on the users' entitlement to privacy and other rights, or to collect personal identifying information about users without their express consent, whether manually or by use of any robot, spider, crawler, any search or retrieval application, or use of other manual or automatic means, process or method to enter the website and retrieve, collect and/or extract information; (d) infringe on or disrupt the operation of the Website or servers or networks hosting the website, or to violate any law, regulation, demand, procedure or policy of said servers or networks; (e) make false declarations or present false representations regarding Your connection to any person or body, and to mention explicitly or implicitly that the Company is connected to You in any manner, or sponsors or supports You, Your website, Your business or declarations; or to present false or inaccurate information regarding the services or the Company; (f) perform any action which causes or may cause great and unreasonable overload on the infrastructure of the Website and/or Application; (g) bypass all the means the Company uses to prevent or restrict access to the Website and/or Application; (h) copy, revise, change, adjust, provide, make accessible, translate, refer, reverse-engineer, convert binary code to open-source, decompile, or separate any part of the content or website, or present to the public, to create derivative works, to execute, to distribute, to render a sub-license, to make commercial use of any kind, to sell, lease, transfer, lend, process, collect, combine with other software – any material subject to the Company's proprietary rights, including intellectual property belonging to the Company (as defined below), in any manner or by any means, unless explicitly permitted in the Terms and/or under any applicable law that explicitly permits these actions; (i) make any use of content on any other Website and/or Application, or computer network, for any purpose, without the Company's advance written permission; (j) create a browser environment, to frame, mirror, or insert in-line linking to any part of the Website and/or Application, without the Company's explicit advance written permission; (k) sell, license, or use for any commercial purposes, any use of, or access to, the Website and/or Application; (l) create an information database through the methodical download and storage of all or part of the content; (m) transfer or render accessible in any other manner, with respect to the Website and/or Application or content, any virus, worm, Trojan Horse, bug, malware, spyware, or any other computer code, file or software which may damage, or which are intended to damage, the operation of any

hardware, software, communication equipment, code or component; (n) violate any of these Terms.

9) **Intellectual property rights and licensing**

The Website, Application, Services and all the accompanying and associated intellectual property rights (apart from User content, as defined hereinafter), including inventions, patents, and patent applications, trademarks and applications for trademarks, commercial names, logos, reputations, materials protected by copyright, graphics, texts, pictures, designs (including the look and feel of the Website, Application and/or services), specifications, methods, processes, algorithms, data, technical information, technology, interactive features, source code, machine code, files, interfaces, graphic interfaces, and commercial secrets – regardless whether these are registered or able to be registered or otherwise – (hereinafter jointly, “**the Intellectual Property**”) are owned by and/or licensed to the Company and are protected by copyright and other intellectual property rights under the law of the State of Israel and other laws. Unless explicitly permitted under these Terms, You may not copy, disseminate, present, execute publicly, make available to the public, disassemble, separate, adjust, provide a sub-license, make commercial use, sell, rent, lend, process, connect, reverse-engineer, combine with other programs, translate, change or create derivative works of the intellectual property, either by yourself or by a third party on Your behalf, in any manner.

The Company hereby confers to You, and You receive, a personal, non-exclusive, non-commercial, fully-cancelable, limited license, which may not be assigned, and on the basis of which no sub-licenses may be conferred, to use the Website and/or Application on a computer and/or mobile device in Your possession or control, all in accordance with the provisions and instructions included in this Agreement. These Terms in no way confer You any right in the Website, the Application, or in connection therewith, except a limited right to use them in accordance with these Terms.

Should You provide the Company feedback, comments or suggestions of any sort regarding the Website and/or Application (“**Feedback**”), the Company shall be entitled to receive an exclusive, irrevocable, permanent, universal license, without royalties, to integrate Feedback in all the Company’s current or future products and services, and the Company shall

be entitled to use the Feedback for any purpose without receiving Your approval and without providing You with any sort of consideration. You confirm that said Feedback will be deemed non-confidential. You likewise declare that the Feedback is not subject to license provisions of any kind which may require the Company to satisfy additional requirements with respect to its products and/or services which include the integrated Feedback.

The Company is not required to provide updates, upgrades or new versions of the Application under these Terms.

10) Commercial trademarks and business names

The name “The Israel Diamond Exchange Portal”, the Company name, the commercial symbols, and the rest of the proprietary identifiers the Company uses in connection with the Website, Application and/or Services, as well as the Website’s domain name (“**The Company’s Trademarks**”) are all trademarks and/or company trademarks, regardless of whether or not they are registered. The rest of the trademarks, business names, other identifying signs, and other commercial symbols (including various different types of logos) which may appear on the Website, Application and/or Services, belong to their owners (“**Third Party Trademarks**”). All third party trademarks appear on the Website and/or Application solely for purposes of presentation, description and identification, and they belong to their owners. No right, license, or ownership in the Company’s or third parties’ trademarks is conferred hereby; therefore, You must avoid making use of any kind of these trademarks unless such use was explicitly permitted under the Terms.

11) Links to third party websites

Specific links that appear on the Website and/or Application enable users to leave the Website and/or Application and access websites or services that do not belong to the Company and/or share details and information. These affiliated websites and services are not controlled by the Company, and any link thereto is offered for Your convenience only; the Company is not responsible for their being available, does not approve them, and bears no liability with respect thereto, including, but not limited to, for any advertisements, products or other information that appears on said websites or which is available through them, or any link thereon. Moreover, the Company bears no liability with respect to the privacy policies of the

websites or services of these third parties, or for other practices upheld thereby. Your entry to these websites, Your use thereof, Your reliance thereon, and Your interaction with said third parties is at Your own risk and expense. The Company reserves itself the right to delete any link at any time. Moreover, You agree and affirm that the Company shall not be liable for any damage caused, or allegedly caused, in connection with or as a result of, Your use of or reliance on the content, services, products, advertisements available on websites, or the services of these third parties. Most of the affiliated websites and services provide legal documents including terms of use and privacy policies which govern the use thereof. We recommend that You read these documents carefully before using these services and websites, *inter alia*, so You are aware of the type of information collected about You.

12) **Privacy policy**

The Company respects Your privacy and is committed to protecting the personal information You share with the Company. We believe that our users have full rights to be privy to our policy and procedures regarding the collection and use of the information we receive during our users' use the Website, Application and/or Services. The Company's **Privacy Policy**, procedures, and the types of information the Company collects are described in the Privacy Policy of the Website and Application displayed on the website: You agree and affirm that the Company will use personal information that You transfer and/or make accessible to the Company in accordance with the Privacy Policy. If You intend to enter and/or connect to and/or use the Website or Application, You must first read and agree to the Privacy Policy. As the Privacy Policy may change from time to time, it is recommended that You revisit it for updates from time to time.

13) **The availability of the Website, Application and/or Services**

The availability and functionality of the Website, Application and/or Services rendered in the context thereof, are dependent on multiple factors including software, hardware, communication networks, service providers or contractors of the Company or other third parties (including those providing cloud storage, website registration services etc.) We will take reasonable measures to ensure that the Website, Application and/or Services are available on a continuous basis. Notwithstanding the aforesaid, the Company shall not be responsible, and does not guarantee or undertake that the

Website, Application and/or Services will operate and/or be available at all times without disruptions or failures, and that they will be fail-proof. You hereby agree that the Company will not be liable for the Website's and/or Application's inability to operate or inaccessibility resulting from any cause, including suspensions of the operation of the internet or networks, suspensions of the operation of the hardware or software due to technical or other issues beyond the Company's control (for example failure, force majeure, third party neglectfulness etc.) Should the Website and/or Application require maintenance in such a manner as to influence the availability thereof, the Company may (but is not required to) notify the users of this in advance.

14) User content

The Website and/or Application could enable users to upload, publish and share works which may be protected by copyright, such as designs, animations, literary works, texts, illustrations, pictures, brand names, presentations and any other proprietary information, including a detailed description of the inventory of diamonds and/or gemstones possessed by the subscriber ("**User Content**"). Please ensure that Your use of the Website and/or Application honors the proprietary rights (including intellectual property rights and the right to privacy) of the owners of the user content You upload to the Website and/or Application or share with others. The Company shall not bear liability for any damage, loss, cost or expense which You may be caused as a result of uploading User Content or in connection with said uploading.

You agree and affirm that You bear exclusive liability for the User Content You upload through use of the Website and/or Application and for the ramifications of this content's being used by the Company and third parties.

When You transfer or upload User Content to be displayed through use of the Website and/or Application, You must ensure that this User Content is legal. Inter alia, for illustration purposes only, the User Content specified hereinafter may not be displayed through use of the Website and/or Application:

- Any content that infringes on or violates the proprietary rights of others – including copying and/or distributing diamond and/or gemstone inventory which is not in Your possession;

Any content that infringes on or violates the proprietary rights of others – including copyrights and trademarks; any content that creates a risk to the safety, security or health of any person;

- Any content that personally identifies other people, without their having consented to have their identity publicized, or any content that pertains to minors and identifies them, their personal details or their address and contact details (unless this information was provided, or the publicizing thereof was approved by an entity authorized by law to upload such content);
- Any illegal content, including content which constitutes slander or which infringes on a person's privacy or good name;
- Any content that presents minors sexually;
- Any content of pornographic or obscene sexual nature, or any content that is harassing, offensive, hostile, threatening, vulgar or offensive to the public's sentiment;
- Any content that contains or encourages racism or inappropriate discrimination on the basis of race, origin, skin color, ethnicity, nationality, religion, sex, occupation, sexual leanings, illness, physical or emotional handicap, faith, political outlook or socio-economical status;
- Any content that encourages criminal offense or which may constitute the basis for a civil claim or for civil liability;
- Any content that publishes passwords, usernames and other details that enable the use of computer software, digital files, websites or services requiring registration or payment without said registration or payment;
 - Any information to which access is blocked by password etc. and is not freely available to all internet users.
- Any information that may mislead a consumer or gemstone and diamond dealer;
- Any content prohibited by law, including under a court order prohibiting publication, or under these Terms of Use;
- Any content that expresses or falsely intimates that said content is sponsored or promoted by the Company, or which contains malice or deceit in any other aspect.

In addition to the aforesaid, and to remove doubt, the “prohibited uses” specified above in Article 7 shall apply, mutatis mutandis, also to the User Content.

You agree and affirm that the User Content You upload to the Website and/or Application will be deemed non-classified information and will be exposed to all web users. Be prudent and cautious in providing personal details (such as an address or phone number) and in handling responses and queries You receive as a result of Your use of the Website and/or Application or the publication of any of Your details. **Remember: When You transfer information and respond to inquiries sent to You, including requests for diamond and/or gemstone trade, and when You investigate the identity of the party that seeks to contract with You, You must proceed with at least the same degree of caution You would exercise with regard to inquiries made by means other than the internet.**

The Company has no obligation to examine, alter or monitor User Content. Notwithstanding the aforesaid, the Company may (but is not required to) examine the User Content before and after it is published on the Website and/or Application; refuse to present User Content on the Website and/or Application; immediately change, or delete at any time, any User Content that You uploaded. should you violate the Terms or perform an act or omission that infringes on, or which is liable to infringe on, the Services, the Users of the Website, Application and Services, the Company or anyone on its behalf, or for any other reason, at the Company’s absolute discretion. In this event, the Company shall also be entitled to prevent You from uploading and displaying additional content on the Website and/or Application.

The Company may form restrictions regarding the use of the Website and/or Application, including restrictions regarding the size and volume of the storage available for the User Content.

You bear exclusive liability to backup, at Your expense, the User Content that You upload to the Website and/or Application. The Company will not bear any liability for damage You may be caused as a result of the loss of User Content.

The Company is conferred the exclusive discretion to decide which User

Content will be displayed, the duration for which it will be display, its placement and design, and any other matter that pertains to its publication in the context of the Website and/or Application, and it does not undertake that any specific User Content will be published at all or for any specific duration of time.

User Content that the users publish does not represent the Company's opinion or stance, and the fact that it is published does not constitute a guarantee of its validity, credibility, accuracy or legality. Without derogating from the generality of the aforesaid, any publication as said does not constitute an opinion regarding transactions and financial proceedings, including the purchase or sale of diamonds and gemstones.

You agree that You bear exclusive liability for the User Content You upload to the Website and/or Application and for the ramifications of uploading it. The Company will not bear any liability for third parties' (including users') use of the User Content You upload to the Website and/or Application.

It is the User's responsibility to obtain every consent necessary under any law for the personal information of third parties, including the Users, which the User desires to share with the Company and/or in the context of the Services, and to satisfy all the legal requirements that apply with regard to said content. The Company is not responsible for any said use, and shall not bear any liability in this context.

The Company shall not bear liability for any damage or expense the Users are caused as a result of uploading User Content to the Website and/or Application and/or in connection with the upload of said content.

The Company does not undertake that the messages it publishes will elicit a response. The Company has no way of knowing what kind of responses (if any) will be elicited by the publication, and who will respond to the information published. The Company therefore does not bear, vis A vis You (or vis A vis anyone on Your behalf) liability of any kind for these responses, for the identity of the entities that contact You, or for any ramification of the publication, including, but without

derogating from the generality of the aforesaid, transactions made between You and other subscribers. The Company shall not be liable for any third party's misuse of the details You publish.

Should You believe that the User Content is offensive, misleading, inaccurate, illegal, or does not comply with the provisions of these Terms, please follow the instructions that appear under the heading "Procedure for Messages and Removal" hereinafter.

15) Rights in User Content

In transferring and uploading User Content which will be displayed through the use of the Website and/or Application, You are declaring and confirming that You own all the intellectual property rights therein or that You received (and will continue to hold) all the licenses, rights, and consents necessary from the owners of the User Content. Moreover, You declare that the User Content does not violate any rights of any third party, including, but not limited to, intellectual property rights and the right to privacy. You hereby explicitly waive the ethical right You may have in the User Content.

The Company does not receive ownership in the intellectual property rights in the User Content which the users upload onto the Website and/or Application. Notwithstanding the aforesaid, You confer the Company a free, universal, non-exclusive, irrevocable and non-transferable license to copy, distribute, prepare distributive works, and to execute in public the User Content. The Company's right to use this content is not limited to private use, and it includes as well commercial use of any kind, at its own absolute discretion.

The fact that User Content is provided for publication on the Website and/or Application does not obligate the Company to publish or continue publishing this User Content on the Website and/or Application. Thus, the Company does not undertake that information You found or published on the Website and/or Application at a particular time will remain published at a later stage. When User Content which will be displayed on the Website and/or Application, You agree and affirm that the Company may make any reasonable use of the personal and identifying information included in the

User Content in the context of the Company's activity and for the advancement of its objectives.

16) **Notification and removal procedure**

You may delete any material You provided for publication on the Platform. You are aware that there are circumstances that can preclude the deletion of material in accordance with Your request.

In the event that there is/are displayed on the Website and/or Application content and/or works which You own, and which You believe violate Your intellectual property rights, including copyright, and/or infringe on Your privacy and/or are offensive and/or inappropriate, and/or constitute slander and/or contain pornography, You may contact the Company and request that it/they be removed (at bursa_il@isde.co.il.) Make sure to include a precise reference to the violating content, Your detailed complaints, to append proof of its being such, and to include contact details including an email address and name, as well as identifying details. Should the content be found violating, it will be removed at the earliest opportunity. As noted above, since the Company does not undertake to monitor the content uploaded to the Website and/or Application by the users, the Company will have no way of knowing that violating content is published thereon unless You contact us. The Company shall not be liable for violating content, as stated in this Article.

17) **Commercial ads**

The Company, or anyone that receives permission therefrom – and it/he alone, is entitled to publish on the Website and/or Application and via the accompanying services commercial information and messages, of its own or on behalf of a third party, including advertisements, commercial symbols, links to other websites or other pages on the Website and/or Application, popup windows, banners, or any publication in any other manner – all subject to the terms and restrictions set by the Company.

You may not delete, infringe on, upset, interfere with, or oppose any message, addition or notice in any manner or by any means. The Company shall be entitled, at any time and without any advance notice, to delete any commercial information, message, information, addition or ad published on the Website and/or Application in disregard of the provisions of this agreement.

Liability for the information content and commercial messages which are not from the Company shall be borne by the publishing entities only. The fact that the information and commercial messages are on the Website and/or Application does not constitute the Company's recommendation or encouragement to purchase the services or products offered for sale.

18) **Error correction**

Although in the process of publishing the reports and content on the Website and/or Application, effort was made to ensure the credibility of the facts and data, there may, naturally, be errors in the publication, *inter alia*, due to the fact that some of the content originates in third parties. If You believe that anything published on the Website and/or Application is erroneous, please write us at bursa_il@isde.co.il.

19) **Subscriber services**

Some of the Services specified hereinafter are offered to subscribers to the Website and/or Application. The Company may add to or detract from or change these Services and others added in the future from time to time; the Company may stop supplying them; or offer them to some of the subscribers, or to all the users of the Website and/or Application, at its own absolute discretion.

a) **Personal area**

The Company may enable You to establish and maintain on the Website and/or Application a personal area of Your own. Your right to establish, manage, and maintain the personal area is subject to Your continuous compliance with the terms and restrictions specified in this agreement. Should You fail to uphold any of the Terms or restrictions, the Company may rescind this agreement, in whole or in part, or deny access thereto. In any such event, the Company is not required to save a backup of Your personal area on the Website.

b) **Message boards and financial information**

On the Website and/or Application there may be published economic and financial information originating from third parties including other

subscribers. This information is published, inter alia, on electronic message boards, forums, notices, etc. which offer a venue for subscribers to meet potential clients (subscribers and non-subscribers) who wish to enter transactions involving gemstones, and diamonds – both polished and rough, professional equipment, offices etc. The Company does not sell or supply any merchandise, assets or goods. The Company provides the message boards only as a service to encourage trade between the parties. Any transaction resulting from information published on the Website and/or Application will be conducted directly between the parties – not by way of the Website and/or Application or the Company, and without interference of any kind on the Company's part.

Liability for the credibility, relevance, and accuracy of any said information is borne solely by the entity that provided it for publication, and not by the Company. The Company cannot and shall not investigate the entities offering merchandise on the Website and/or Application, their financial competence, their actual occupation, their experience, reliability, the quality and price of the merchandise offered thereby, or any other detail related thereto.

As a subscriber to the Company's services, You may offer, at any time, merchandise, assets, and goods on the Portal and on the message boards on the Website and/or Application. The publication of Your offer is contingent on Your providing vital details regarding the goods offered (required fields). You are entitled, of course, to add additional details in the appropriate field. All the additional fields You provide will be published automatically. Therefore, if there are additional details of any kind that You do not wish to have published on the website, make sure not to feed them into the system. You may not append attachments to publications You upload to the system. You are requested to ensure that the details You provide are complete, correct and accurate. In the event that You provide such information for publication, it is Your duty to update it and delete it when it becomes no longer relevant. The Company may, at any time and at its exclusive discretion, remove any publication, without You having any complaint, claim or demand against it.

The notice's design, situation, publication, and frequency of publication will be determined by the Company at its own exclusive discretion.

c) **Discussion groups – forums**

In addition to any other provision in this Agreement –

- No information, queries or details which do not fit the discussion group's defined topic may be published on the discussion groups.
- No information, message or details which constitute prohibited material, as defined in these Terms, may be published in the discussion groups.

The Company may, at its own exclusive discretion, refuse to publish any notice which it contends violates any of the provisions of these Terms, or delete any such notice, even if already published, even without any advance notice. The aforesaid in no way obligates the Company to supervise the content of the notices, in advance or post factum, and is applicable in the event that a notice which constitutes an obvious and clear violation of Israel law or the Terms of Use of the Website and/or Application is brought to the Company's attention.

Responses offered in discussion groups to specialized queries (such as law, professional equipment, value appraisal, financing, insurance etc.) do not constitute professional advice.

Please bear in mind that correct professional advice can be provided only on basis of the precise facts of each specific case. The discussion groups are no replacement for such advice.

As an entity providing interactive areas, as stated above, for the users' convenience, the Company is not liable for any declaration, representation, or User Content uploaded thereon.

Any use of the interactive areas (or other parts of the Website and/or Application) involving a violation of the restrictions that appear in these Terms of Use, constitutes a violation of the Terms and can lead, inter alia, to the loss or suspension of Your rights to use the interactive areas on the Website and/or Application.

20) Non-liability

To the maximum degree possible under law, the Website, Application and/or services are rendered to the users as is. In addition to the liability exclusions stipulated in these Terms of Use, the Company, including its workers, suppliers, managers, subcontractors, interested parties, license providers, and agents (hereinafter, jointly: “the Company’s Representatives”), there is no liability or undertaking of any kind (explicit or implicit), including liability for proprietary rights or non-violation, or implicit liability for commercial quality or compatibility with a specific goal, as well as liability resulting from the regular course of business or commercial activity. You may be conferred additional consumer rights which are unalterable under these Terms of Use.

The Company does not undertake (a) that the Website, Application and/or Services are or will be safe for use, accurate, complete, failure-free and interruption-free, or free of viruses, defects, worms, other harmful components or other software limitations, (b) that it will fix any errors, failures or defects on the Website and/or Application and/or (3) that the results of the use of the Website, Application and/or services will meet Your expectations.

The Company shall not be liable for any ramifications of technical failure (including, but not limited to, with regard to internet links, line or server overload, and related impediments and disruptions) resulting from internet and telecommunication suppliers. The Company shall not be liable for the exposure of Your personal or any other details or those of any of Your workers, or any misuse of this information.

The Company bears no liability for any Service provided by a person or body that is not the Company.

Please note: You are aware and agree that You bear exclusive liability for any decisions You make or actions You take as a result of, or in connection with, any use of the Website, Application and/or services, including, and without derogating from the aforesaid, the commerce platform. Use of the Website, Application and/or services and/or content and/or User Content is at Your own exclusive risk.

The Company is not responsible for the quality of the User Content offered on the Website and/or Application including, without derogating from the generality of the aforesaid, User Content that appears on the commerce platform; nor is the Company responsible for its being accurate and error-free.

The Company does not, explicitly or implicitly, encourage, support or bear any liability for the use of User Content, including, and without derogating from the generality of the aforesaid, User Content that appears on the commerce platform, available through use of the Website and/or Application, or for damage and expense resulting from the use of the Website and/or Application and/or Services and/or User Content.

The Company does not, explicitly or implicitly, recommend, support or bear liability of any kind for damage and expense resulting from the use of the Website and/or Application and/or Services and/or User Content including, and without derogating from the aforesaid, User Content that appears on the commerce platform. The Company shall not bear liability for damage of any kind, including indirect, special, incidental or temporary damage, regardless whether as a result of or in connection with the use of the Website and/or Application and/or Services and/or User Content, regardless whether the Company informed the user of the possibility of such damage.

The Company does not undertake that the use of the Website and/or Application will be secure, precise, complete, interruption-free, failure-free, or free of viruses or harmful components or other restrictions of function.

You bear exclusive liability to backup, at Your expense, the User Content that You upload to the Application. The Company shall not bear any liability for damage You may be caused as a result of the loss of User Content. If specific jurisdictions do not enable exclusions or limitations as stated above, the exclusions and limitations mentioned above shall not apply in full, but rather only to the maximum degree permitted under the governing law.

21) **Limitation of liability**

To the maximum degree possible under law, the Company, including the Company's representatives, shall not be liable for any damage, of any kind, including direct, indirect, special, penal, incidental or consequential damage (including, without derogating from the generality of the aforesaid, damage to reputation, profit, information or business), under any cause of action (including, but not limited to, contractual, tort, strict or other liability) resulting from these Terms of Use, the Website and/or Application and/or services and the content that appears thereon, from Your use or inability to use the Website and/or Application, or from any act or omission on the Company's part which is based on the violation of the Company's representations or undertakings resulting from, or pertaining to, the Terms; all regardless whether the Company was aware of the possibility that said damage may be caused. Without derogating from the generality of the aforesaid, and to the maximum degree possible by law, the cumulative liability of the Company and the Company's representatives for any damage resulting from these Terms of Use or pertaining to Your use of the Website, Application and/or Services, is limited to NIS 100 per month only.

In the event that certain jurisdictions do not enable exclusions or limitations as stated above, the aforementioned exclusions and limitations shall not apply in full, but only to the maximum degree permitted under the governing law.

22) **Indemnification**

You agree to protect and indemnify the Company and the Company's representatives from and against any claim, damage, loss, undertaking, liability, expense and debt (including, but not limited to, attorney fees) resulting from: (a) Your use of the Website, Application and/or services in a manner inconsistent with these Terms of Use; (b) any violation on Your part of these Terms of Use; (c) a violation on Your part of any third party right, including, but not limited to, intellectual property rights or the right to privacy; (d) any damage of any kind, direct or indirect, special or consequential, that You caused a third party, with is linked to Your use of the Website, Application and/or services; (e) the User Content You uploaded in the context of the services. It is hereby clarified that said duty to

indemnify shall apply even pursuant to the termination of Your contract with the Company.

Without derogating from the aforesaid, we reserve the exclusive right to conduct the exclusive protection and control regarding any matter and proceeding that relates to indemnification from You, in such a manner that does not detract from Your duty to indemnify, and which obligates You to cooperate with us fully in conducting said proceedings.

23) Changes in the subscription terms and Terms of Use

The Company may change, from time to time, any of the subscription terms. In this event, You will be requested to accept the terms upon the renewal of your subscription, and they will be applicable to You from this time on. Without accepting the new terms, You will not be able to continue using the Services offered to subscribers on the Website and/or Application.

The Company may, at its own exclusive discretion, change the Terms from time to time; users are asked to revisit this page as frequently as possible. We will inform You of any material change in the Terms of Use by replacing the hypertext “Terms of Use” on the website’s homepage to “Terms of Use Updated as of the Day of the Upload of the Update”. These material changes will go into effect seven (7) days pursuant to said notice. The rest of the changes in the Terms of Use will go into effect as of the last day of update, and Your continued use of the Website and/or Application pursuant to the last day of update stated, will constitute Your consent to the changes’ binding You. Should we need to change the Terms to meet the requirements of the law, these changes will go into effect immediately, or as required by law, with no prior notice.

24) Changes to the Website, Application and/or Services

The Company reserves the right to make revisions, expansions, improvements, adjustments and any other change, with no advance notice and at any time it sees fit at its own exclusive discretion. Moreover, You hereby affirm that the content may be changed or deleted from the Website and/or Application at any time, with no prior notice. You agree that the Company is not liable vis A vis You or any third party for any change,

suspension or termination of activity on the Website, Application and/or services included in this Application.

25) Special provisions pertaining to rules of use of third party platform providers

Since You can download the Application from a third party platform, a service provider, or distributor (“**Platform Providers**”), Your use of the Application may be subject to the Platform Provider’s rules of use (“**Rules of Use**”). Please note that specific Rules of Use are enumerated below, but additional Rules of Use may apply, and it is Your responsibility to verify which Rules of Use may be relevant and applicable to Your use of the Application. You undertake to operate in accordance with said Rules of Use, and these Rules, which govern Your use of the Application, are included here as a reference. In the event of a contradiction between the terms that appear in these Terms of Use, and the Platform Providers’ Rules of Use regarding representations, undertakings and restrictions pertaining to the use of the Application, limitation of liability, or any other article imposing liability of any kind on the Platform Provider, the Rules of Use of the relevant Platform Provider will override with respect to the relevant Platform Provider. You hereby declare that there is no impediment to Your downloading and/or using the Application under any law applicable to You or under any Platform Provider’s Rules of Use. Any download and/or use of the Application by an entity that is not permitted to download and/or use the Application under the laws applicable to him or under these Terms of Use, is expressly prohibited.

26) Special provisions pertaining to third-party components

The Website and/or Application may use or include software, files and/or components which are subject to the terms of various licenses including third party open-source licenses (“**Third Party Components**”). You are entitled to use Third Party Components as part of, or in the context of, the Website and/or Application, only subject to Your satisfying the license terms applicable to and/or associated with the relevant Third Party Components. In the event of a contradiction between the license terms of the Third Party Component and these Terms, the license terms of the relevant Third Party Component shall override, only with regard to the Third Party Components. These Terms do not apply to any Third Party Components that are associated with and/or included on the Website and/or Application, and the

Company has no liability in connection therewith. You recognize that the Company is not the creator, owner, or provider of the licenses for Third Party Components, and the Company does not confer any representation or undertaking of any kind, explicitly or implicitly, regarding the quality, abilities, operation, performance or compatibility of any Third Party Component. The Website and/or Application, or any part thereof (apart from Third Party Components included therein) may not be deemed open-source software.

27) Discontinuation of the activity on the Website, Application and/or services, and discontinuation of Terms

The Terms will remain in effect until discontinued as specified in this document.

The Company shall be entitled, at any time, to bar Your access to the Website, Application and/or Services, temporarily or permanently, to suspend or cancel the subscription, at the Company's exclusive discretion, for any reason, including, but without derogating from the generality of the aforesaid, if the Company believes that one or more of the following circumstances apply: (a) there is a risk to the security or reliability of the Company's network or servers; (b) the suspension or cancellation is necessary to protect the Company's rights, property, users, or the public; (c) there is a basis for cancelling Your subscription; (d) you violated the Terms; (e) you owe money to the Company or to any corporation related thereto, and You have not paid Your debt although the usual due date therefore has passed and/or (f) we are required to do so by law. During the suspension, You will not be able to enter. If it is determined, in the context of our absolute discretion, that the cause of the suspension has been reversed, we will restore Your access

The Company will also be entitled to any other remedy available thereto by law should the Company find that Your activity or use of the Website, Application and/or Services in some way constitutes a violation of the Terms.

In the event that You do not agree to the Terms (as updated from time to time), or if You are not satisfied with the Website, Application and/or Services, You may revoke Your consent to the Terms at any time by terminating Your use of the Website and Application, deleting the Application, and discontinuing Your use of Services. Termination of the

Terms is the only relief to which You will be entitled in the aforesaid circumstances.

Moreover, the Company may, at any time, and at its own exclusive discretion, discontinue the activity on the Website and/or Application and/or services, temporarily or permanently. You affirm and agree that the Company will not be responsible for the loss of information and/or any damage resulting from or related to its decision to discontinue or suspend the activity on the Website, Application and/or Services.

In the event that the Terms are discontinued by You or by the Company: (a) the license and all the rights You were granted under the Terms automatically expire and cease to exist; (b) You must immediately terminate Your use of the Website and/or Application, delete and destroy any copy of the Application in Your possession and in Your control, and if requested, declare to the Company that You have done this; and (c) the articles which, by nature, outlive the discontinuation of the Terms to attain the Terms' objectives shall remain valid. Without derogating from the generality of the aforesaid, the Terms of Use relating to the articles enumerated hereinafter, shall remain in effect even pursuant to the discontinuation of the Terms: intellectual property rights, non-liability, limitation of liability, indemnification, and the provisions that appear in the "General" article.

28) **Export**

The services are subject to the export laws of the State of Israel and may be subject to other export laws applicable to the User or in the User's territory. The User agrees and affirms that he shall not send, transfer, or export the Application to any country, or make it available in disregard of the governing laws and in accordance with the target audience to which the Website and/or Application is geared.

Moreover, You declare and undertake that: (a) You are not located in a country subject to the boycott imposed by the US government or which the US government and/or the Israeli government determined is a terror-supporting country; and (b) You are not included in the US and/or Israeli government's list of prohibited or restricted parties.

29) General

a) These terms constitute the exhaustive compilation of terms and instructions agreed upon between You and the Company in connection with the topics that appear in these Terms, and they override any other, prior or valid agreements or understandings made in writing or orally between You and the Company;

b) Any claim relating to the Website and/or Application or the use thereof shall be subject to the laws of the State of Israel **without giving effect to its conflicts of law principles** and shall be construed in accordance with these laws and the UN convention regarding homogenous law for the international sale of goods;

c) Any dispute that forms between the parties, including a dispute regarding the use of the Website and/or Application or regarding these Terms, including with regard to the services provided by the Company or in connection with these Terms of Use, shall be brought before the authorized court of the Tel Aviv District in Israel only, that shall have exclusive jurisdiction, and You hereby agree to the exclusive and local jurisdiction specified above. You agree to waive all the protections relating to the absence of personal jurisdiction and improper forum, and agree that the judicial documents will be served in a manner permissible under the applicable law and/or in accordance with the court decision. Notwithstanding the aforesaid, the Company may request the issuance of a preventive injunction in any authorized court;

d) These Terms of Use do not create and will not be construed to create a partnership relationship, a joint enterprise, employer-employee relations, an agency relationship, or an issuer-receiver of a concession relationship between the parties;

e) No waiver of either of the parties of any breach or omission under this agreement or under these Terms shall be deemed a waiver of any previous or future breach or omission;

f) Any section heading or any other heading in these Terms is brought for the sake of convenience only, and does not define or explain any article or provision included in these Terms;

g) You affirm and agree that any cause of action You may have resulting from, or pertaining to, the Website and/or Application, will remain in effect for one (1) year of the day the incident occurs. Pursuant to this period, the parties hereby agree that this cause of action will become obsolete;

h) Should it be determined by an authorized body that any of the provisions of these Terms of Use is illegal, void, or cannot be enforced for any reason, this provision shall be deemed a provision that can be restricted or separated from these Terms, and said provision (to the maximum degree possible under law) shall not influence the validity and the possibility to enforce any of the remaining provisions of these Terms;

i) You are not entitled to assign, sub-license, or transfer in any other manner all or any of Your rights or undertakings under these Terms without our advance written permission. We are entitled to assign or transfer our undertakings under these Terms without limitation and without providing advance notice of this. In this event, all Your details will be transferred to an entity who will receive Your rights in the Website and/or Application, and You agree to this in advance;

j) Any revision of these Terms of Use shall have no binding legal validity unless made in writing and signed by the Company;

k) The parties agree that any correspondence related to these Terms shall be done in writing (by email or regular mail) in Hebrew or in English;

l) You agree, without limiting, that a printed version of these Terms and of any notice sent electronically shall be admissible evidence in judicial or administrative proceedings which are based on these Terms or pertain thereto, to the same extent, subject to those Terms, as other business documents and records produced at source and saved in a printed version.

30) Questions

If You have additional questions or comments regarding the Terms, You may email us at bursa_il@isde.co.il or call us on 972-3-5760211. We will do our best to get back to You within reasonable time