



terms and conditions

1. Introduction

- 1.1. The use of the website www.healingcinema.com, operated and owned by Healingcinema (the “**Website**” or the “**Service**”) is in accordance to the following sections and terms of use (the “**Terms**”) including the Privacy Policy of the Website and according to any applicable law. By using the Website, you accept the Terms.
- 1.2. The Website may enable You and all of its Users, inter alia, to enjoy and purchase valuable content, in the form of videos to provide total impact on the mind, work-life balance and creating a supportive internal environment.
- 1.3. The use of the Website is restricted solely to legal purposes and is restricted to those individuals and, or corporations who are legally qualified.
- 1.4. The purpose of the Terms is to regulate the relations between the operator of the Website, Healing cinema (the “**Operator**”) and any person and/or entity using and/or accessing the Website and the Service of the Operator. By using the Website, you accept the Terms. If You do not agree with all or part of the Terms, you are kindly advised to leave the Website. The Operator reserves its right to terminate Your use of the Website if You will not comply with any or all the Terms.
- 1.5. The Terms determine Your access to the Website and will apply to Your use of the Website including, but not limited to, use of data, content and services on the Website or links to other sources of information and on any transmission of data and constitutes the legal basis to any of your actions and/or communications during any use of the Website.
- 1.6. The Operator reserves its right to terminate Your use of the Website if You fail to comply with the Terms and reserves its right to update the Terms from

time to time at its sole discretion and without providing any prior notice.

Therefore and prior to any use of the Website, you are advised to read thoroughly the Terms and the Privacy Policy. If You do not agree with all or part of the Terms, please refrain from any use of the Website.

- 1.7. The Terms and Privacy Policy constitute the entire agreement between You and the Operator and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any contradiction or inconsistency between the Terms and any content appearing on the Website, the provisions of the Terms shall prevail.
- 1.8. It is clarified that the Operator reserves its right to change and/or terminate the activity of the website, fully or partially, at its sole discretion and without any prior notice or consent and You will not have any claims against the Operator in such case.
- 1.9. The Service is active and accessible at all hours of the day. The activity of the Website may be interrupted from time to time due to errors which are not controlled by the Operator and/or due to maintenance reasons and/or due to any other reason, and You will not have any claims against the Operator in such cases.
- 1.10. If You have any questions regarding the Terms and/or Privacy Policy, you may contact the Operator via email: info@healingcinema.com
- 1.11. It is clarified that the Operator is not making any personal calculations regarding the data, need and unique goals of the User and does not provide any personal consultations regarding any content that fit's the Users' need and preferences.
- 1.12. **Any use of the Service and any Content appearing on the Website should be used solely for basic knowledge and may not be considered as personal consulting, expert opinion, or as a recommendation. The Content provides only general knowledge and is not a replacement for the User's independent judgment and shall not be considered as a consultation of subjects which may require expert opinion, e.g., medical or any other mental advice. It is clarified that the Operator is not making any personal calculations regarding the data, needs and unique goals of the User and does not provide any personal consultation regarding any content that fits the User's needs and preferences.**

1.13. **It is further clarified that any of Your engagement with third parties via the Service shall be made at Your own risk and the Operator has no liability for such actions.**

2. **Definitions**

“**Content**” means the Website, discussions, posts and replies, information about entities which their details are available on the Website, online webpages, rankings, the sorting and display of information and any other illustrative form in the above and in mailings.

“**Service**” means the Website, the user account including its instructions, other related products and services, personal support service if provided, and any other modification and/or amendment of the above as may be made by the Operator from time to time under its sole discretion.

“**Account**” means the account opened under Your name on the Website including Your registration or any other use of the Service without creating an account that is exercised with or without registration or the creation or maintenance of an account.

“**Website Errors**” means any interruption in the Website’s availability due to reasons which are not directly controlled by the Operator.

“**You**” or “**Users**” means, inter alia, individuals and entities using the Service.

“**Your Data**” means all data and/or information in electronic form which You provide or as collected by the Operator in the Website during Your use of the Website.

3. **Subscription Terms; Purchases via the Website**

3.1. In order to use some of the Services provided by the Operator, the User must subscribe to the Service by filling a form and providing details as requested by the Operator. It is clarified that the Operator **may require different User's details** at any time and under its sole discretion; and the Operator reserves its rights to decline a subscription request and/or cancel a subscription plan, for any reason, under its sole discretion and without providing such reason.

3.2. Subscribing to the Service is subject to a fee as decided by the Operator from time to time. The Operator reserves its right to increase or decrease such fee

and/or to change the available subscription plans at its sole discretion at a 30 days' prior notice. In case of a decrease of the subscription fees, the User will not be entitled to any refund and/or discount and/or any other benefit or deduction and the User shall not have any claims against the Operator in such case.

- 3.3. Any subscription plan will be automatically renewed until cancelled by the User, and in case of a decrease of the subscription fees, the User will not be entitled to any refund and/or discount and/or any other benefit or deduction and the User shall not have any claims against the Operator in such case, other than a refund with proportion to the cancellation time (e.g. 50% refund in case of terminating subscription at the middle of a subscription term).
- 3.4. The User may pay via credit card, PayPal or any other method as determined by the Operator.
- 3.5. Should a User not settle any payment of subscription fees, the User's Account may be blocked, and all of the Content in the Account may be deleted and the User shall not have any claims against the Operator in such case. It is clarified that cancellation of the subscription will not exempt the User from paying any unpaid fees, and the User will not be entitled to any refund of amounts paid by it.
- 3.6. It is further clarified that the Operator reserves its right at any time and at its sole discretion to change the subscription fees and the Services it provides and/or to add additional features to the Service and the User shall not have any claims against the Operator in such cases.
- 3.7. The Operator reserves its rights to shut down the Website or any part thereof for any reason at any time at its sole discretion and You will not have any claims against the Operator in such case, and the Users will not be entitled to any refund and/or payment deduction paid by them for the Services.
- 3.8. The subscription is personal and non-transferrable.
- 3.9. You may purchase various services and products via the Website at terms which are detailed for each of them separately.
- 3.10. Cancellation of a transaction in accordance with the consumer protection (cancellation) , Htsa”a – 2010 and consumer protection act, 1981.

4. **Safe Use, Liability and Limitation of Liability**

- 4.1. Any use of the Service and any Content You may be exposed to during Your use of the Service should be used solely for basic knowledge and may not be considered as personal consulting, expert opinion, recommendation, or any offer other than Content published by the Operator.
- 4.2. Users participating in discussions and forums on the Website, whether as spectators or participants, will be bound to the following terms in addition to all the Terms in this agreement. It is hereby clarified that the Operator has no control over the Content appearing in the Website other than Content which was published by the Operator and any of the Content available on the Website shall not be considered as any of the Operator's opinion, recommendation, or advice regarding the Content available on the Website.
- 4.3. To create and participate in discussions, the User must open an account.
- 4.4. The Operator may enable the User to upload Content including, but not only, questions, articles, comments, images, video clips, audio and/or any other content which will enable the User to express its opinions ("**User Content**"). The following terms shall apply to the User Content in addition to the Terms.
- 4.5. You hereby warrant to the Operator that You will not upload and/or post, including to Your user profile, any Content including User Content which is offensive, infringing proprietary rights including content which infringes copyrights or trademarks, pornographic content, content which is illegal to publish due to gag orders issued by a competent court, content which is defaming and/or violating one's privacy, and computer software and/or computer code and/or application containing viruses, malicious software and harmful applications, passwords, usernames and other identifying data enabling the use of computer software, digital files, websites and services requiring registration of payment, freeware of registration, any information containing harmful, unlawful, obscene, libelous and/or racist content, information which may mislead third parties and/or any information which harms any acceptable norms of using the internet and which may harm the internet users and specifically the Website Users. Since the Website enables negative ranking, you are advised to choose Your words and rankings with extreme care.

- 4.6. It is forbidden to use a false identity, to impersonate, and to mislead the Operator and/or the Users in any way whatsoever.
- 4.7. The Operator reserves its rights to act against a User which will breach any of the Terms including, but not only, blocking the User's access to the Website without prior notice and under its sole discretion, and the User will have no claims against the Operator in such case.
- 4.8. The Operator and/or anyone on the Operator's behalf is not responsible for any Content posted by users of the Website (which are known as third parties) and has no ability to inspect any Content uploaded and posted to the Website by the Users, and therefore cannot filter any of the Content and ensure all the Users' compliance with the Terms.
- 4.9. The Operator does not control any Content posted and/or uploaded to the Website and therefore cannot ensure the accuracy and/or quality of any User Content. You understand that during Your use of the Website, you may be exposed to content which may be offensive, disturbing and/or inconvenient to You. Under no circumstances may the Operator be liable for any User Content including any error and/or omission of User Content and/or for any loss and/or damage of any kind caused by You and/or to You resulting of any of Your use of any Content which was published, uploaded, sent by email and/or available on the Website in any way. You are aware that the Operator cannot bear any liability for any comment and/or reply You may receive regarding and discussion and/or comment and/or any other User Content posted by You. The Operator shall not be liable for any opinions and/or content and/or messages of other Users uploaded to the Website and shall not be liable for publishing of any data and/or information in the discussions or any other part available for content uploading by the Users.
- 4.10. You hereby agree and understand that the Operator has the right (but not the obligation) to refuse to publish and/or the right to remove at any time any User Content, at the Operator's sole discretion, and the Operator reserves its rights to modify and/or remove any User Content at the Operator's sole discretion and without giving prior notice. Without derogating from the above, the Operator has the right to remove any User Content which is violating the Terms and/or which is reported as inappropriate, and the

Operator reserves its rights to refuse to provide services without giving prior notice to any user violating the Terms and/or violating other users' rights.

4.11. The Operator shall have no liability for any damage and/or direct or indirect punitive damages of any kind incurred to You resulting from Your use of the Website and/or resulting from Your reliance on any Content and Service available on the Website including any advice provided by third parties and/or other Users. Anyone using the platform whether registered, provided details, approved the terms or not, shall have no claim regarding his reliance on information and Content published by third parties, the Operator or any of its members, staff, owners, shareholders, advisors, writers, editors, contributors, employees or service providers, and other Users on the Website and regarding the fact that based on the information and Content the User did not use other services including, but not only, individual consulting and/or addressing different entities than the entities he addressed through the Website. You will have no claim regarding information and Content published and available on the Website and the Operator shall not be liable for any information and Content published on the Website and/or information acquired by third parties through the Website.

4.12. On the Website You will find various recommendations including, but not only, recommendations by third parties and other Users as well as materials created by or for the Company. It is clarified that advertising and/or displaying of Content and/or any other things displayed in the Website including by third parties and other Users shall not be considered as private consultation for which the Operator is fully aware to the individual or entity full details and hence reliable to any damage resulting from such private consultation, and shall not be considered as a recommendation or encouragement to purchase and/or use any product and/or service of the Operator, and the Operator is not liable for any of Your actions resulting from Your reading of the Content available in the Website.

4.13. The Operator does not warrant that all links available on the Website, including links available on mailings sent to You by the Operator, will be active and/or will lead to an active website, and the existence of such link shall not be considered as any opinion, recommendation, or advice regarding any content appearing in such link. In no case shall the Operator have any

liability to You regarding such matter. Without derogating from the above, the Operator shall not be liable for any damages, direct or indirect, caused to You resulting from Your use and/or reliance on information and content appearing in any third-party webpages which their links are available on the Website.

4.14. The Services available on the Website may be interrupted and/or may face errors. The Operator does not warrant that the Website will be immune of any illegal activity that may penetrate and/or access the Operator's computers or servers and/or any damages, errors, faults relating to hardware, software and/or communication line and/or any other damage which may be caused to the Operator and/or Users. The Operator shall not be liable for any direct or indirect damage caused to You and/or any third party including to Your assets, including, but not only, any damage resulting from loss of information or User Content uploaded by You including due to damages resulting from force majeure, national security crisis, extreme weather conditions, nature disasters and other causes not under the Operator's reasonable control (e.g. roadblocks, fire, pandemic, etc.).

4.15. The information and Services available on the Website may include inaccuracies or mistakes. The Operator does not warrant that the Service will be uninterrupted or error-free or that the Service or the servers providing the Service will be virus-free or free from other harmful components. The Operator does not warrant that the use or the result of the use of the Service or the use of the materials deriving from the Service will be accurate, correct and/or reliable in any manner.

4.16. You hereby agree that the Operator will not be liable for any unauthorized access to Your account including any change in the User Content You uploaded and/or sent, whether received, uploaded or sent by You or not.

4.17. The Operator has no responsibility for any content that may appear in advertisements on the Website including any commercial offers from third parties. Any claims and/or demands You may have regarding an offer to purchase a service and/or product whether concerning receiving of such product or service and whether concerning its outcome should be addressed to such third party, even if published by the Operator which provided and/or warranted to provide such service and/or product, and the Operator and/or

anyone on the Operator's behalf shall bear no liability regarding any offer of service and/or product.

5. **Contacting Third Parties**

5.1. You are solely responsible for contacting any third parties including, but not only, third parties and other Users available on the Website and any private conversation with other Users. You hereby declare that You are aware that the Operator doesn't necessarily verify all the information available and posted by third parties and other Users and/or anyone on their behalf which their details appear on the Website, and You shall not have any claim against the Operator regarding false information received by third parties and other Users. Without derogating from the above, the Operator reserves its rights, at any time, to monitor, inspect, verify and/or filter any Content uploaded by third parties and other Users but cannot be held responsible for failing to filter, block or remove or miss filtering.

5.2. The Operator has no responsibility for any of the Content appearing by third parties and other Users in the Website, and it is Your responsibility to verify all the relevant details regarding the transaction You are engaging in. Any claims and/or demands You may have regarding the consulting and/or its outcomes including, but not only, any dispute between You and Users You contacted via the Service should be addressed to the third party including third parties and other Users which gave such User the advice, and you shall have no claim against the Operator regarding such consulting. For the avoidance of any doubt, the Operator does not provide any personal consultation regarding any specific transactions which fit the User's needs and wills.

6. **Intellectual Property**

6.1. All intellectual property rights, including patent rights, copyright rights, moral rights, rights of publicity, trademarks, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, are solely reserved to the Operator.

6.2. Without derogating from the above, the Website, the discussions, all the webpages of the Website and their design, and all notices received by the

Operator, including email messages, methods, methodologies, know how's are solely owned by the Operator.

- 6.3. You may not copy, reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the content appearing on the Website without the Operator's prior and written consent, excluding sharing that includes an easily visible link to the platform relevant page and only when provided for the public benefit.
- 6.4. You warrant not to publish the Content or any part of it except as permitted in the Terms, and You warrant not to publish any product and/or output of information, whether tangible or intangible or in any other form, and You will not copy and/or duplicate and/or create derivative works and/or modify and/or adapt the Content for publishing, advertising, displaying, performing, transmitting, broadcasting, making available to the public, selling and/or any other action without the Operator's prior and written consent.
- 6.5. By using the Website You agree that as long as the Website is active, any of Your User Content will be used without receiving any payment, including royalties, and such use will not consist of any violation of the Terms and/or infringement of Your rights. It is clarified that the Operator may use any User Content under its sole discretion provided that such use will be reasonable and legal by any applicable law.
- 6.6. The Operator may, at its sole discretion, add to the User Content the Operator's name, logo or any other text.
- 6.7. The ownership and the intellectual property rights of contents of third parties including images displayed on the Website are owned by their proprietors and may be bound to any terms and third party licenses which were granted to the Operator ("**Third Party Agreements**"). The Operator does not claim any ownership of rights of such content and does not bear any liability for any such content available on the Website. You hereby agree to be bound to any Third-Party Agreements regarding Your use of the Website, including any future changes to the Third Party Agreements.
- 6.8. The Operator may enable its Users to irrevocably assign and/or transfer the ownership of a User's intellectual Property and Content to the Operator subject to the User's consent.

6.9. The Operator respects all intellectual property rights of third parties and makes all reasonable efforts to avoid infringing rights of third parties. However, if rights of any third party were mistakenly infringed, please report such infringement to the Operator via email address:
support@healingcinema.com

7. **Use of Personal Information**

- 7.1. The Operator respects the privacy of all users of the Website. Information regarding use of Your information can be found in the Privacy Policy.
- 7.2. Upon registration, you will be requested to choose a username and a password and to provide some personal details. Such details are necessary in order to allow You to access limited areas on the Website. It is Your responsibility to keep such details with discretion and to update Your username and password occasionally so only You will be able to use them. The Operator and/or anyone on the Operator's behalf will not be liable for any unauthorized use of Your account and/or personal area by anyone who uses Your details without Your permission.

8. **Mailings; Special Events; Affiliation Programs and Contributors**

- 8.1. The Operator may offer You to receive email messages and/or newsletters about updates, improvements, and other user notifications regarding the Operator's activity, including via emails and SMS (the "Mailings").
- 8.2. Upon registration, you may be requested to provide personal information such as email address and other personal details such as phone number, payment details, etc. You will also be given the choice to accept to receive Mailings by checking a checkbox for that purpose to your email and mobile phone device, and this will be considered as Your consent to receive Mailings. It is clarified that at any stage You will have the ability to opt out of receiving the Mailings by contacting the Operator and/or by clicking on a link available on the Mailings sent to You by the Operator.
- 8.3. The Operator may offer affiliation programs for its Users and other contributors which may entitle them to receive revenues as may be determined by the Operator from time to time. Details of such program will be available via the Website at a dedicated page.

9. **Security**

- 9.1. The Website is protected and secured using advanced security tools which are intended to ensure safe and secure use of the Website and to protect Your privacy. You hereby warrant that You will not act in any way that will interrupt the activity of the Website including, but not only, theft of information of other users and breaching the security mechanisms of the Website. The Operator may act against You in such case by any means permitted by law including blocking Your access and use of the Website and taking legal actions against You in such cases.
- 9.2. In addition to the Operator's right to do so based on its sole judgment, should You breach any of the above, by negligence or on purpose, the Operator will have the right to block Your access to the Website and You will indemnify the Operator, its employees, managers, shareholders and/or anyone on their behalf for all damage, loss, loss of profits, payment and/or expense caused to them including attorney fees and court fees.

10. **Term and Termination**

- 10.1. This Agreement commences on the day You start using the Website and continues until You refrain from any use of the Website and the Operator's services.
- 10.2. The Operator may at any time terminate this Agreement with You if:
(i) You have breached any provision of the Agreement (or have acted in manner which clearly shows that You do not intend to, or unable to comply with the provisions of the Agreement); and/or (ii) the Operator is required to do so by law (for example, where the provision of the Operator's services to You is, or becomes, unlawful); and/or (iii) the provision of the Service is no longer commercially viable and/or (iv) at the Operator's sole discretion. In the case of each of the above the Operator shall, where possible, give reasonable notice of such termination.
- 10.3. The Operator reserves its rights, at its sole discretion, to amend the Terms at any time by publishing such amendments on the Website and notifying of such amendment. Any amendment will apply immediately upon

notifying of such amendment. Your continuation of using the Website will be considered as consent to such amended terms.

10.4. The Operator reserves its rights to shut down the Website or any part thereof without providing any prior notice or reason and in such case the Operator shall have no liability for any damage or loss caused to You or any other third party.

10.5. All terms of this agreement referring to intellectual property and limitation of liability shall survive any termination of this agreement.

11. General Terms, Governing Law and Messages

11.1. This Agreement, including the Privacy Policy, constitutes the entire agreement between You and the Operator and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

11.2. The Account is personal and non-transferrable.

11.3. If You have any inquiries regarding the Terms, you may address the Operator via email address info@healingcinema.com

11.4. The information and the Service is provided to the User on an as-is basis, and the User agrees that the Operator and its employees, officers, shareholders and/or anyone on the Operator's behalf shall have no liability for any damages, direct or indirect, caused to You or to any third party on Your behalf resulting from Your use and/or reliance on information available on the Website.

11.5. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the courts of Tel Aviv, Israel, for any litigation and/or dispute arising from this Agreement, whether directly or indirectly.

11.6. All notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon sending an email with a confirmation of arrival by the Operator.