

## **The Terms of Use of the Batsheva Dance Company Website**

Welcome to the Batsheva Dance Company website.

The Site (as defined below) is operated by the Batsheva Dance Company, registered non-profit organization no. 580111185 (the "**Organization**" and/or the "**Site Managers**").

The Site provides information and content regarding the Batsheva Dance Company and enables the purchase of tickets to its performances.

The terms of use below (the "**Terms of Use**") apply to the Organization's website, the access to the Site, the information, the content (including and without derogation, contents, text, graphics, logo, trademarks, service marks, designs, button icons, images, audio content, digital downloads, data compilations, copyrighted material, including improvements, corrections, modifications, updates and/or upgrades. The relevant documentation and the services and uses in connection with the aforesaid (the "**Site**").

These Terms of Use are a binding agreement between you and the Organization. Your use of the Site, including the purchase of tickets to the company's performances is subject to the provisions of the Terms of Use which shall be in effect at the time of your entry to the Site. Please note that the Terms of Use may be updated and/or modified according to the sole discretion of the Site Managers and/or anyone on their behalf, and you are solely responsible to get updated of the same.

**By surfing and/or using the Site in any manner, you unconditionally accept the provisions of the Terms of Use, including any and all obligations resulting therefrom, and you fully agree thereto. Should you disagree with the Terms of Use, or any part thereof, and/or should you not fully accept them – please, do not make any use of the Site, including for the purchase of tickets.**

Any reference made in this Site in the masculine form shall also include the feminine form and any reference made in the singular form shall also include the plural form.

### **General Information on the Batsheva Dance Company Performances**

#### **A. The Location of the Performances**

1. **Performances in Tel Aviv** – the performances are held at the **Suzanne Dellal Center**, with marked seats. Likewise, the company holds performances at the **Varda Hall** in the Batsheva House in the Suzanne Dellal complex, with unmarked seats. Both halls are accessible to people with physical disabilities.
2. **Performances outside of Tel Aviv** – unless otherwise provided, no tickets may be purchased through the Site to the company's performances which are held in theatres outside of Tel Aviv.

In any event of damage which may be caused as a result of cancellation and/or the change of an event details, the Batsheva Dance Company shall not be liable to refund the customer and the customer shall have no demand or claim against the Batsheva Dance Company.

## **B. Ticket Ordering**

**Performances with Marked Seats** – a specific performance may be reached through the "schedule" button. Pressing the button reveals the schedule for the company's performances, sorted by date, with the indication of time, theater and the name of the performance. Alongside the said details, two options appear: pressing the "more" button – will lead to video contents, pictures and information. Pressing the "tickets" button will lead to a display of the seating chart of the theater relevant to the chosen performance with the price details. The theater seating chart displays the available seats. The desired seats should be marked out of the seats which are marked as available and to continue, the "order seats" button should be pressed. The next screen enables to complete the order or to continue shopping in the Site. Pressing the "continue shopping" button will lead to the performance schedule screen for the purpose of adding further performances to the shopping basket. The basket may be checked at any time by pressing the basket icon in the top left corner of the screen next to the "my account" button. Pressing the "proceed to checkout" button leads to the process of making the purchase.

**Seats with unmarked tickets** – when making an order to a performance in which the tickets are not marked, the theater seating chart will not be displayed. At the top of the page it shall be stated that the performance is "without marked seats". The number of seats to be purchased should be indicated in the right box.

**Showing Consideration in Choosing the Seats** – in order to enable the largest number of people to enjoy the company's performances, we ask you to act considerately when choosing the seats and to refrain from choosing seats which will leave empty single seats. Thus for example, if there is a sequence of eight available tickets and the order is for two tickets only, please note that the total remaining tickets at least on one side is an even number, since most of the orders are for pairs of tickets.

## **C. The Stock of Tickets for Sale**

The tickets offered on the Site and in the Batsheva Dance Company box office phone system are identical.

## **D. Personal Account**

The company recommends opening a personal account on the Site. Opening the account will enable the shortening of the ticket purchase procedure for future performances. When opening a personal account, the user shall be added to the Batsheva Dance Company club (the "**Club**"). A member joining the Club agrees to receive prior notification and various advertisements of the company's performances, events and activities, invitations to exclusive

activities designed for the Club members, fixed discount on the ticket prices in the Suzanne Dellal Center and various benefits.

**Should you be interested in removing your personal details from the distribution list and/or should you not be interested in receiving direct mail from the Organization, after you registered of your own accord – you are entitled to require the same from the Organization in writing in the following address: [Batsheva@batsheva.co.il](mailto:Batsheva@batsheva.co.il) and/or in the manner determined for the removal of your name from the list, and the Organization shall accept your request.**

**The procedure of opening a personal account** – on the homepage in the top left corner of the screen, the "my account" button is located. Pressing it opens a dialog box, the "create an account" button at the bottom of the screen should be pressed, leading to the opening of a new page with a request for filling in personal details. After filling out the form and the confirmation thereof, a table will be opened with the details entered and on the top right side the "change password" option will be opened. A new password should be set.

After joining, in the personal details form, the e-mail and password should be typed. Thereafter, the details of the customer shall be displayed automatically, with the exception of the credit card details, which due to information security reasons are not saved in the database and should be typed at the end of each purchase.

**For your information, you are under no legal obligation to provide the personal details. Providing the personal details is subject solely to your will and consent. The requested information shall be only used for the purposes of opening a personal account (see privacy policy below).**

#### **E. Payments**

**Form of payment** – the payment on the Site is made by credit card. When ordering the tickets, the customer will be charged with the order's full cost. The authorization of the transaction by the credit card company through which the customer is obligated to make the purchase constitutes a necessary condition precedent for the acceptance of the customer's offer for the making of the transaction.

**Payments** – payments may be made in interest free installments, as follows:

1. For amounts of up to NIS 200 – one installment
2. For amounts between NIS 201 – 400 – two installments
3. For amounts between NIS 401 – 600 – three installments
4. For amounts between NIS 601 – 800 – four installments.

#### **F. Star Promotions**

Star promotions/benefits of the credit companies may be realized as advertised

on the Site.

#### **G. Collection of Tickets**

The ordered tickets may be collected in any of the two following manners:

1. In the Batsheva Dance Company box office, Sunday-Thursday, between 09:00-17:00, which are located at 6 Yechieli St., the Suzanne Dellal Center, Neve Tzedek, Tel Aviv. Telephone of the Batsheva Dance Company box office: 03-5104037.

On performance days the Batsheva Dance Company box office will be open between 09:00 through two hours prior to the beginning of the performance.

Tickets for the company's performances which are held at the Varda Hall are to be collected at the company's box office next to the Varda Hall which is at the entrance to the Batsheva House in the complex.

2. Tickets for the company's performances which are held at the Suzanne Dellal Center are to be collected at the Suzanne Dellal Center box office. The telephone for the center's box office is: 03-5105656. The Suzanne Dellal box office opening hours are: Sunday-Thursday, 10:00-18:00.

In order to receive tickets ordered on the Site or by phone, the credit card through which the payment was made must be presented upon receipt of the tickets, together with a certificate of identification.

#### **H. Cancellations and Changes of Orders**

The form of payment, the type of payment (for example one installment or more), the date or the performance may not be changed.

Requests for cancellation of transactions for the purpose of change should be sent by fax to: 03-5160231, to the Batsheva box office, or by e-mail to: [hagit@batsheva.co.il](mailto:hagit@batsheva.co.il). The request should state the order number, the performance name, the performance date, the credit card company through which the tickets were paid, the name of the person who made the order and a contact telephone number.

A change (a cancellation of a transaction and the making of a new transaction) may be made up to 2 business days prior to the beginning of the performance for full credit. In exceptional cases, the company reserves the right to change the location of the seats.

In the event of a performance cancellation, the full payment shall be refunded through the credit company to the credit card through which the payment was made.

A transaction may not be cancelled in part (for example, a cancellation of one out of three tickets). In such cases, the whole transaction should be cancelled.

A complete transaction cancellation will be charged with a 5% fee of the amount paid for the tickets as cancellation fee. The request for the transaction cancellation constitutes an authorization for the collection of such cancellation fees.

## **The General Use of the Site**

### **Limited License**

Subject to the terms and conditions provided herein, the Organization hereby grants you, and you accept, a license to access the Site, which is personal, non-transferrable, non-exclusive, limited and fully revocable, for the sole purpose of using the services available on the Site. The Site may be used in accordance with the Organization's instructions and safety measures. You agree not to: (i) sell, license (or sub-license), lease, assign, transfer, pledge or share any of your rights included herein with any third party; (ii) make any modification, decompilation, reverse engineering or any attempt to discover all or any part of the code of the Site software, or create derivative works; (iii) copy, print, display, publish, make available to the public or transmit all or any part of the Site; or (iv) use back-up copies or any archival copies of the Site (or allow someone else to use such copies).

### **Title and Ownership**

The Site and all of the intellectual property rights connected therewith (the "**Organization's Property**") are not for sale and are the exclusive property of the Organization and/or third parties which granted the Organization and/or anyone on its behalf a current or a future right of use thereof. "**Intellectual Property**" shall mean any and all rights, interests, intangible properties, in connection with: (a) inventions (whether or not patentable), innovations, patents, patent applications, including renewals and modifications; (b) trademarks, services marks, logo, domain names, designs, appellations of origin, company names, including translations, adaptations, combinations of the aforesaid, and including reputation and goodwill connected therewith, and including registration and registration and renewal applications; (c) ideas, original creations, copyright, derivative works, compilation works, joint works, moral rights including registration and registration and renewal applications; (c) designs, mask works; (d) trade secrets; (e) software including data and related documents; (f) any other proprietary and/or commercial right in Israel and worldwide, and any and all copies and tangible embodiments of the aforesaid rights and/or any part thereof in whatever form and/or medium.

These Terms of Use do not grant you any right in the Organization's Property, but rather a mere limited right of use as provided above. Any copy, modification, commercial use, reuse or distribution of the Organization's Property without obtaining the Organization's prior written approval, is strictly forbidden.

### **Access to Service**

We are not responsible for the availability of the Site or the service. The Organization does not guarantee that the service provided in the Site shall be uninterrupted, orderly provided, without suspension and interruptions and/or shall be resistant to unlawful access to the Organization's computers, damage, breakdowns, malfunctions, software

or hardware failures, failures of the Organization's or any of its suppliers' communication lines, or shall not be damaged for any other reason, and the Organization shall not be liable for any damage – direct or indirect –distress and the like which might be caused to you or to your property as a result thereof. The Organization reserves the right to suspend the operation of the service, the Site or any part thereof.

### **No Recommendations or Advice Provided**

The Organization does not make recommendations or offers advice of any kind. Although the Organization may provide data, information and content, such information may not be construed as advice. You shall bear the sole responsibility for evaluating the merits and risks associated with the use of the Site. Any application of the recommendations and advice provided to you through the Site is at your sole discretion, risk and responsibility, including and without derogation, any mental or physical health consultation. No warranty is granted that the Site will not contain material that you or other individuals may find objectionable. However, we will investigate complaints and appreciate your input. Please submit any such feedback directly to the Organization.

The Organization and its external suppliers do not guarantee the accuracy, timeliness, completeness or availability of the Site, nor guarantee any results from your use thereof. The relevant content may quickly become unreliable for various reasons. Neither the Organization nor its external suppliers are obligated to update any information or opinions contained in the Organization's Property. The Organization is entitled to discontinue offering any content on the Site at any time without notice.

### **Advertising Information**

Any advertising material uploaded to the Site is at the sole responsibility of the advertiser, even if it shall be granted the Organization's authorization to advertise. The Organization is not responsible for the content or the reliability of any advertising material appearing on the Site and the advertising thereof may not be deemed as endorsement or recommendation for the purchase of the services or products advertised. The Organization reserves the right to delete an advertisement according to its sole discretion, in the event that it shall be found to be offensive (with no liability imposed thereon) or for any other reason, without having to provide an explanation or reasoning.

### **Contents**

If you believe in good faith that any content hosted on the Site infringes your intellectual property rights or constitutes a wrong, you may send a notice to the Organization at [batsheva@batsheva.co.il](mailto:batsheva@batsheva.co.il), specify your claims and request that the material be removed or that the access thereto be blocked, and the Organization shall send a notice thereof to the information distributor, if it may be located by using reasonable measures, and inform him that it intends to remove the information or to block the access thereto within reasonable time. Insofar as the Organization shall not receive a notice from the information distributor according to which it disagrees with the content of the notice and intends to litigate the party complaining of the said

matter in court, it may act for the removal of the said content and/or the blockage thereof.

### **Links**

Although this Site may contain links to third parties' sites, the Organization is not responsible for such sites. The Organization provides such links for convenience purposes and does not support the said sites or the contents, products and/or services offered thereon.

The Organization does not guarantee that any link on the Site shall be proper and lead to an active website. The mere existence of a certain link does not indicate that the content of the linked site and/or the site itself does not violate any rights and/or obligations, nor indicate it is reliable, complete or current, and the Organization shall bear no responsibility in connection therewith. Likewise, the Organization does not control, supervise or is responsible in any manner whatsoever for the activity and the privacy policy of any third party, including other linked websites on the Site. The Organization advises the surfer to check the terms of use and privacy policy of such sites. You might find that such contents do not benefit your needs, are objectionable, aggravating, inappropriate, illegal or immoral. The Organization is not responsible for the contents, data or the visual elements to which the links on the Site lead, and it is not responsible for any outcome which may be caused as a result of the use thereof or the reliance thereupon. The mere posting of the links to other websites on the Site does not constitute promotion, endorsement agreement or sponsorship by the Organization of the contents or services offered on such site. The Organization is not responsible for the extent of the compatibility of the contents to the privacy policy employed by the Organization nor to any other policy employed by the said third party sites, and the inclusion of the said links may not be deemed as endorsement or authorization by the Organization of the use of such contents. Any use of third party sites shall be made at your sole responsibility and with the recognition that you left the Organization's Site and are subject to the terms of use of the site you shall have reached by opening the link.

You are hereby given the limited and non-exclusive right to create a hyperlink to the opening screen of the Site only, namely – which is not by way of deep linking and/or framing. You obligate that any use you shall make through the creation of the hyperlink, as provided above, shall not be a misleading use (including false creation of sponsorship connections between you and the Organization) and/or a use which may damage the Organization and/or any third party in any manner.

### **Access Requirements and Restrictions**

You are solely responsible for obtaining, paying for, repairing and maintaining any and all equipment, hardware, services which are required to access this Site. Without limiting the foregoing, you must pay any and all charges, taxes, costs and fees related to obtaining your own Site access, internet access, telephone, and your computer and any other end equipment. You agree not to enter the Site through unauthorized means.

### **Information Security**

Upon registration and/or the use of the products and services, you shall be requested to provide information. You agree to provide true, accurate, complete and current information. For your protection, you agree not to share your registration information (including your username and password) with any third party for any purpose. You are solely responsible for any information provided by you in connection with the Site and your use thereof.

You are solely responsible for the protection of the information on your computer, such as by installing anti-virus software, updating your applications, password protecting your files, and not permitting access to your computer to third parties.

If your license to use the Organization's products or services expires, is terminated, is not renewed or is discontinued for any other reason, the Organization shall be entitled, without notice, to delete or to deny your access to any part of your content or meta-data.

### **Limitations of Use**

Unless you shall have obtained the Organization's prior written consent, you may not;

- Copy, modify, distribute, deliver, make public, display, show, duplicate, publish, license, create derivative works from, transfer or sell pages, data, information, content, device, products or services obtained from this Site;
- Copy, modify or display the Organization's/Site's name, logo, trademarks, text or graphic images in any manner; or include any of the Organization's trademarks, or any variation of the foregoing, as meta-tag, hidden textual element or any other indicator which may create the impression of affiliation, sponsorship or endorsement between you and the Organization;
- Redeliver any of the pages, text, images or content of this Site while using the framing technology;
- Use software designed to provide repeated automated access to this Site;
- Use the Site for any illegal or infringing purpose or in violation of any applicable laws and regulations.

### **Disclaimers**

You agree that using the Site is on an as-is and as-available basis. insofar as shall be permitted by law, the Organization, its partners, office holders, managers, employees, agents, licensors, sub-contractors and suppliers explicitly disclaim all warranties of any kind in connection with the Site, whether expressed or implied, including and without derogation, implied warranty regarding merchantability, fitness for a particular purpose and non-infringement. The Organization makes no warranty that:

1. The Site will meet your requirements;
2. The Site shall be uninterrupted, up-to-date, secure or free of viruses, errors, worms, date bombs, time bombs, or other harmful components;

3. The data and the materials displayed on the Site and/or the results that may be obtained from the use of the Site or the service shall be accurate or reliable; and/or
4. The quality of the services, the information or any other material which may be obtained by you through the Site shall meet your expectations or be orderly and securely provided without interruptions and without errors. Likewise, the provision of the services is conditional, *inter alia*, upon third parties, and the Organization is not responsible for any act or omission of third parties and shall not be responsible for any damage, loss or expense which might be caused to a surfer or to any third party as a result or in connection with any such act or omission;

You are solely responsible for any damage which might be caused, including to your property (including your computer system) or loss of data, as a result of using the Site.

### **Limitation of Liability**

**The Organization, its partners, office holders, managers, employees, agents, licensors, sub-contractors and suppliers are not and may not be responsible for expenses, damage of any kind whatsoever, including and without derogation, indirect, incidental, special, consequential, punitive or exemplary, including but not limited to, for loss of profits, proceeds, revenue, reputation, use, data or other intangible losses, even if the Organization has known of the possibility of such damage.**

You acknowledge and agree that the Site was offered to you and the engagement with you under these Terms of Use was made in reliance upon the limitation of liability provisions specified herein, that the limitation of liability provisions specified herein reflect reasonable and fair allocation of risks between you and the Organization, and that the limitation of liability provisions and warranty disclaimers specified herein constitute an essential basis for the agreement between you and the Organization. The Organization may not be able to provide you the Site and the services on an economically reasonable basis without the said limitations.

### **Privacy Policy**

The Organization acknowledges and respects the importance of the protection of all of the information provided by users. The Organization collects and stores such information about its users.

In order to provide our services, we may collect the following types of information:

- **Information provided by you** – when you sign up to the Organization's Club – we ask you for contact information for providing services which are contained in the Site and/or given by the Organization. In certain cases, we may ask you for information about credit card account or other form of payment. We sometimes supplement the information provided by you with information we receive from third parties. For example, if an inaccurate postal code is received, we will use third party software to fix it.

- **User Information** – when you use our services, we automatically receive and record information from your computer, documents and browser, including your IP address, cookie information and software and hardware attributes.
- **Cookies** – when you use our services, we may send one cookie or more – a file which contains a string of characters – to your computer which uniquely identifies your browser. We use cookies in order to improve the quality of our service by storing user preferences and tracking user information. Most browsers are initially set up to accept cookies, but you may reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some of the services might not function properly if the cookies are disabled. The Organization may use information "collected automatically" and "cookies" information in order to: (a) automatically update the software on your system; (b) remember the information so that you will not have to re-enter it during your visit or the next time you access; (c) monitor aggregate site usage metrics such as total number of visitors and pages accessed; (d) provide such metrics to users insofar as they pertain to such users' uploaded content; and (e) track your entries.
- **User communications** – When you send email or other communication to the Organization, we may retain those communications in order to process your inquiries, respond to your requests and improve our services
- **Children** - If you are a child under the age of 18, you must obtain parental consent prior to using our service. The Organization will not knowingly contact or engage with children under the age of 18 without the said parental consent. If you have a reason to believe that a child has provided us with his personal information, please contact us at the address given above and we will endeavor to delete that information from our databases.
- **Maintenance** – The Organization uses the information you provide or that we collect in order to operate, maintain, enhance, and provide all of the features and services found on the Site.
- **E-mail** – We may use your email address for administrative communications, such as notifying you of major Site updates, notifications regarding new services offered, for customer service purposes, to address copyright infringement or defamation issues, we shall request your consent for the delivery of such mail.
- **Analysis** – The Organization uses all of the information we collect in order to understand the usage trends and preferences of our users, to improve the way the Site works and looks, and to create new features and functionality.

### **Information Sharing**

The Organization shares personal information with third parties in the following limited circumstances:

- We have received your consent. We require opt-in consent for the sharing of any sensitive personal information.

- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary in order to: (a) satisfy any law, legal proceeding or enforceable governmental requirement, (b) enforce applicable agreements, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) reasonably necessary for continuing the provision of the service, or (e) protect against imminent harm to the rights, property or safety of the Organization, its users or the public as required or permitted by law.

### **Data Integrity, Accessing and Updating Personal Information**

Upon receipt of your written request and sufficient information in order to enable us to identify your personal information, we will disclose to you the information we hold about you. We will also update, amend or delete, subject to the law, any personal information that is inaccurate and notify any third party recipients of the necessary changes.

### **Miscellaneous**

The Organization may deliver notices to you, including in respect of changes to the Organization's terms and conditions, by email, regular mail or postings on the Site. A notice shall be deemed to have been delivered twenty-four hours after the email is sent. Notice posted on the Site shall be deemed to have been delivered 30 days following the initial posting.

The laws of the State of Israel shall solely govern the Site, the use thereof, the Terms of Use and the privacy policy, and all that is pertaining thereto, including the interpretation thereof, and any dispute and/or legal issue in connection with the Site, the use thereof, the Terms of Use and/or the privacy policy shall be heard by the competent judicial instance only in Tel-Aviv.

If any provision of these Terms of Use and/or the privacy policy shall be held to be unlawful, void, or unenforceable for any reason, such provision shall be deemed severed from the other provisions and shall not affect the validity and enforceability of the other provisions.

The Terms of Use shall apply for the benefit of the Site Managers and/or anyone on their behalf and the Terms of Use or any part thereof shall not be narrowly interpreted against the Site Managers and/or anyone on their behalf.

Any right which is not explicitly granted to the user shall be reserved for the Site Managers and/or anyone on their behalf.

A failure by the Site Managers to exercise or enforce any legal right or relief included in the above Terms of Use (or to which the Site Managers are entitled according to any applicable law) shall not be deemed a formal waiver by the Site Managers of their rights, and such rights and reliefs shall be reserved therefor.

The Site Managers and/or anyone on their behalf may assign and/or transfer the Terms of Use and/or the rights and/or the obligations pursuant thereto to any body

and/or individual *in lieu* of them, without having to obtain the user's consent and/or to inform him of the same.

The headings herein are for convenience purposes only, and do not constitute a part of these Terms of Use, and shall not be deemed as limiting or affecting any of the provisions hereof.

This is the entire agreement between you and the Organization in respect of the issue contemplated herein, and it may not be modified other than in writing, with the parties' signatures, or by a modification to these Terms of Use by the Organization as provided herein.

**After having read the Terms of Use provided above, I hereby declare that I understood them and I agree thereto and fully accept them, and therefore I hereby obligate to act within the use of the Site only in accordance with the Terms of Use.**