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General terms & conditions
Website hosting and ancillary services

These terms and conditions (the "**conditions**", or the "**agreement**") constitute an integral of the website hosting and ancillary services document (the "**Service(s)**") that you executed and/or of the online service order that you authorized (the "**order document**") which, jointly with the order document, constitute a binding agreement between you and SPD Web Hosting Ltd., Private Company No. 51-395041-0 (hereinafter "**SPD**" or the "**Company**").

The terms are worded in male form for convenience only but also apply to women. Please carefully read the conditions, since you are obliged to acknowledge your consent thereto. If you do not agree to these conditions and do not wish enter into a binding contract with SPD, you will not be able to obtain Services from the Company, or renew same.

Kindly note: SPD, at its exclusive discretion shall at any time be entitled to suspend and/or cancel access to the Services being provided to you in accordance with these conditions and the order document, in part or in full, if, at its exclusive discretion, SPD is of the opinion that Services were used improperly, or in violation of the conditions or the law. In order to avoid any doubt, the provisions of these conditions shall not derogate from the provisions of the Israeli Consumer Protection Law, 5741- 1981.

Your approval of the order document or these conditions constitutes confirmation of your express consent to receive advertising materials from the Company and/or anyone on its behalf, as defined in the provisions of section 30a of the Israeli Communications Law (Telecommunications and Broadcasts), 5742 – 1982. The advertisements shall be sent to you according to your contact information stored in the Company database, including by fax, email or SMS. You may, at any time, withdraw your consent and notify the Company of your refusal to receive advertising materials – in general or of a particular type - by sending a refusal notice. The means for sending the refusal notice shall be specified in the advertising materials sent to you by the Company and/or anyone on its behalf.

General background

SPD was founded in 2001 and specializes in hosting and provision of comprehensive internet solutions. Presently, the Company serves and maintains thousands of sites stored on a network of hundreds of servers and operated by a team of experts working in the fields of communications, information security, Linux and Windows-based systems. The Company provides businesses with a variety of Services, including, among others, internet site hosting, storage and server maintenance, security and management Services, virtual servers, SEO storage Services, reselling solutions, media streaming Services, as well as online systems development.

Definitions

1. In these conditions, the following terms shall bear the meaning specified alongside same:
 - 1.1 "The site" - one or more of the customer's sites on the World Wide Web.
 - 1.2 "The agreement" or "this agreement" - these conditions and the order document.
 - 1.3 The "computer" – a computer-server, connected to the Internet, located in the Company's communications center in Israel, or which is held by a third party - in Israel or abroad.
 - 1.4 The "domain name" - the site's domain name.
 - 1.5 The "content" - a computer file of any type whatsoever, uploaded to the site by means of the File Transfer Protocol (FTP) address allocated to the customer by the Company and/or any other management interface which the Company shall provide to the customer from time to time.

Site hosting (storage)

2. The site shall be installed, set-up and maintained on the computer, subject to your compliance with your undertakings in the framework of this agreement. Sites whose setup involves special requirements - as shall be determined from time to time by SPD at its exclusive discretion (e.g., installation of DLL computer files) - shall be setup on a computer designated specifically for said sites. Due to the nature of such special requirements (if any), the

computer may be more susceptible to information security risks. You shall have no complaint and/or claim and/or demand in respect of the limitations of the aforementioned computer.

In order to avoid any doubt, unless otherwise agreed between you and the Company - expressly and in writing – you are responsible for securing the site and its code and performing all the required information security and preservation activities required in order to prevent unauthorized access to the site, its systems, programs and data bases and, in addition to the activities initiated regularly by SPD to secure its systems, you must ensure that you perform all necessary actions to protect and secure the site.

If you fail to comply with the above obligation, you shall have no complaint and/or claim and/or demand vis-à-vis the Company in respect of the site's security and in respect of any direct or indirect damage – which you and/or third parties might sustain. For this purpose, you must consult with an external information security expert prior to engaging the Company to obtain Services.

If the site includes clearance of transactions using credit cards, you shall be obligated to verify and ensure that the site complies with the PCI DSS standard (a standard created by credit card companies in order to ensure secure credit clearance).

3. Transfer of the content to the site and updating of the content from time to time shall be performed by you and at your exclusive responsibility, by means of a FTP address and suitable password provided by the Company, allowing access to the site. Keep your password secure and do not convey same to any third party whatsoever, who/which is not authorized to access the site files and content on your behalf. The Company shall be entitled to change your password from time to time and to determine other and/or additional security measures.
4. If you request the site to be installed with applications and/or that activities be performed in the site which are not part of the site storage and/or the Services provided to you as specified in the order document, you shall pay the Company the consideration which it customarily charges from time to time in respect of such applications and/or activities, as a precondition for the installation of such applications and/or the performance of such activities.

If the website is based on a WordPress management system, you hereby authorize and allow SPD to update the site code with plugins suitable for sites of this type, which are mostly used to speed up site performance as well as for security purposes, including a wp-rocket plugin intended to accelerate site operation. If you are not interested in installing the abovementioned plugins, you must inform SPD about it, and it will refrain from installing them. The plugins are usually installed under a license granted to SPD, and therefore you must uninstall the plugins if you stop using the SPD services under those terms for any reason. You will have no claim, suit or demand against SPD for installing the

abovementioned plugins, or for failing to install them, and you are aware that the plugins are installed at SPDs sole discretion, subject to a suitability check it will perform for this purpose and according to its professional considerations.

5. Requests to perform modifications in the site storage, technical aspects of the site's operation or any of the ancillary Services ordered by you (including the transfer of the customer's site, its content and the database used therein), shall be submitted to the Company in advance and in writing. SPD shall accede to the request insofar as possible. If the modification entails payment, actual performance of the modification shall be subject to payment of the consideration to the Company. If the requested modification obliges transfer of the site DNS forwarding to the Company, you hereby authorize SPD to perform all the activities required for the purpose of this transfer in your name and stead.

Site Content

6. The complete and exclusive responsibility for the site's content rests solely upon you, and the Company shall not bear any responsibility in respect thereof. **As a material and fundamental condition of this agreement**, you undertake not to include any of the following in the site's content and to refrain from using SPD computers to perform any of the following activities:
 - 6.1 Content and/or act that infringes and/or violates the proprietary rights of others - including copyrights, patents, trademarks, designs, domain names or trade secrets;
 - 6.2 Pornographic, obscene or sexual content, that violates the provisions of any law or which could offend public morals;
 - 6.3 Any content and/or activities relating to, or identifying minors, their personal details, addresses or ways of contacting them - except for lawful publications made pursuant to the consent of the parent or legal guardian of any such minor;
 - 6.4 Any computer software, computer code or application containing a computer virus - including programs known as Trojan horses, worms, vandals, malicious applications, etc.;
 - 6.5 Passwords, user names and other details usable for gaining access to computer software, digital files, web sites or services that otherwise require registration or payment;

- 6.6 Any unlawful content, or content that encourages, supports, provides instructions or guidance for perpetrating an act which is a criminal offense according to laws of the State of Israel;
- 6.7 Any content and/or act which constitutes defamation, or violates his or her privacy or publicity rights;
- 6.8 Any content and/or act whose publication is prohibited by law;
- 6.9 Any content and/or act that may be considered harassing, insulting, hostile, threatening, abusive or racist or content offensive to public feelings, may give rise to a civil suit or may constitute a violation of Israeli law and/or the laws of the jurisdiction where the SPD servers are located and used to store the site;
- 6.10 Any content and/or act that could mislead a consumer, pursuant to the Consumer Protection Law, 5741 - 1981;
- 6.11 Any content and/or act that encourages participation in unlawful games and/or gambling and/or raffles prohibited by law in Israel, or any content and/or act in connection with pyramid schemes;
- 6.12 Any content and/or act contrary to accepted rules of Internet use, or which could cause damage or harm Internet users in general or SPD clients specifically.

For this purpose, an "**act**" also includes an omission. It is hereby clarified and you hereby confirm that the Company is entitled to charge you any payment and/or expense it incurs - including attorney's fees and legal expenses - due to a breach of the provisions of this section, in addition to any other remedy to which it may be entitled according to provisions of any law and/or this agreement.

7. You hereby declare and confirm that you are the owner of all intellectual property rights and specifically, the copyrights in and to the site and content published therein, or that you have been lawfully granted appropriate and sufficient licenses to make use thereof, as may be required by law.
8. The Company does not guarantee that the site will spark interest, that responses (if any) may be received as a result of the site, who will respond to the content published by you on the site and how. Accordingly, SPD shall not bear any liability vis-à-vis you and/or any other third party, in respect of the responses sent to you or for any outcome emanating directly or indirectly, from the publication of the site and content. In addition, SPD shall not bear liability whatsoever in respect of content being used by any third party.

9. If you request that the domain name be configured so that it directs to another computer not owned by the Company, you shall be exclusively responsible for any outcome emanating therefrom. In such case, you hereby undertake, among other things, to initiate and perform, at your expense, any action required in order to guarantee continuity of e-mail delivery thereto, as well as any other aspect relating to its Services.

Ancillary Services

10. SPD provides additional ancillary Services, partly as a free Service to its clients and partly subject to additional payment, all as specified in the order document. The scope of the ancillary Services provided by SPD and the fees charged in respect thereof shall be determined from time to time by SPD, at its sole discretion.
11. **Statistics** - SPD shall not be liable for the accuracy of the statistical analysis presented by means of the statistical software used on the site. Insofar as this Service is provided to you by the Company, it is provided on an 'as is' basis, and you shall have no complaint, claim or demand against the Company in respect of this Service, its accuracy, reliability, or any other aspect related thereto.
12. **Email** - At your request, and subject to transferring the site's DNS forwarding to the Company, SPD shall provide you with e-mail boxes according to the scope, quantity and the conditions specified in the order document. You hereby undertake as follows:
 - 12.1 Not to make use of the Service in order to dispatch unsolicited commercial emails, email to mailing lists, chain letters, "spam" mail, etc. Specifically, use of the Company's email Service shall be made subject to the provisions of paragraph 30a of the Communications Law (Telecommunications and Broadcasts), 5742 - 1982, relating to dispatch of advertising messages solely to addressees who have consented thereto in advance and in writing;
 - 12.2 Not to use the Service in order to dispatch messages or material (including attached files), that are illegal, harassing, false, hostile, harmful, threatening, obscene, objectionable, encourage commission of a criminal offense, or that could give rise to a cause of action, criminal indictment or civil liability, including any material constituting an invasion of privacy or defamation;
 - 12.3 Not to send any material that infringes that intellectual property rights or other rights of third parties, including copyrights, patents and trademarks;

- 12.4 Not to transfer any material containing 'viruses', 'Trojan horses', 'worms' or any other malware of any type or kind;
- 12.5 Not to commit any act through the Service, that could disrupt the proper functioning of any computer systems and specifically, SPD's computer systems;
- 12.6 Not to perform any activity that could disrupt the Services provided by SPD to whomsoever of the subscribers of the Service;
- 12.7 Not to create a false identity or false email address, or include misleading details in any materials sent through the Service;
- 12.8 You acknowledge that you are aware that by default, SPD provides its clients with Anti-Virus / Anti-Spam e-mail filtering Services, for all the e-mail boxes on the Company's servers. You acknowledge that an e-mail sent to you could occasionally be incorrectly classified as offensive and/or spam mail, and therefore be filtered out of your inbox. You shall have no complaint, claim and/or demand against the Company in this regard.
- 12.9 To bear full and exclusive liability for the content of your messages and the full consequences resulting from these messages. Without derogating from the generality of the limitation of liability section below –
 - 12.9.1 SPD shall bear no liability in respect of the messages that you receive or send, the contents of any such messages or any computer file attached thereto, the operation of any file as aforementioned, its effect on your personal computer, or any computer systems which are in your possession, as well as any damage, loss, inconvenience, distress, etc., and other such direct or indirect results, sustained by you or any third party due to messages received through the Service or sent by means of the Service;
 - 12.9.2 SPD shall not bear any liability in respect of any asset, service or information acquired or attained by means of the Service, or any other transaction performed by means thereof. In addition, the Company shall not be liable for the results obtained as from using of the Service, or the accuracy and/or reliability of the information obtained, sent or received by means thereof;
 - 12.9.3 SPD shall bear no liability for any damage sustained by you due to the use of the Service - including in respect of (temporary or permanent) suspensions in the Service, the cost of obtaining alternative services, the loss of messages sent to you or by you (including the classification of a message as spam and non-arrival into the email box as a result thereof), unauthorized access to your personal account as well as

any damage or disruption of the integrity or content of messages or data received or sent by you, including loss thereof;

12.9.4 SPD shall not be liable for any use made of your e-mail login details by a third party.

13. **Backups** – SPD performs ongoing backups, which are **only intended for its internal needs**. Accordingly, you hereby undertake to permanently and continuously maintain an updated copy of all the files and data on the site. You acknowledge and agree that you will have no complaint, claim and/or demand against SPD regarding any loss of data and files as aforementioned, for any reason whatsoever. To the extent so agreed, the Company is only able to provide you with fee-based restoration and data recovery Services.
14. **Additional Services** – at your request, SPD shall provide you with additional Services offered by the Company, such as access to a secure server (SSL), a database, a control panel for managing matters related to the site, and Anti-Virus / Anti-Spam filtering Service for your email communications. SPD shall be entitled to charge an additional fee for these Services. These Services are provided ‘as is’ and you shall bear full and exclusive liability for use thereof and any result emanating therefrom.

Consideration

15. In consideration of Services, you undertake to pay the Company in advance, the fees, as applicable from time to time, in respect of the Services specified in the order document. The current fees for the Company’s Services are available on the SPD website - www.SPD.co.il. The Company shall be entitled from time to time, to amend, update, raise or reduce the Service fees, and you shall have no complaint, claim or demand against it in this regard.
16. You hereby confirm and agree that you shall not be entitled to receive any refund whatsoever in respect of the payments made by you and/or which you undertook to pay the Company, unless SPD agrees to do so – subject to its exclusive discretion - *ex gratia* and without being legally obliged to do so.
17. You are aware and agree that as long as the consideration has not been remitted to SPD, to its satisfaction, or if settlement of the consideration due is not guaranteed to SPD’s satisfaction, the Company shall not render the requested Services. You acknowledge and agree that non-payment of additional fees due, in the course of the agreement, shall constitute a fundamental breach of the agreement. In such instance, SPD shall be entitled to terminate the agreement immediately and/or to remove the site for the computer and/or to prevent access to the site and this, without having to notify you in advance.

18. Without derogating from SPD's rights according to this agreement, and/or the provisions of any law, any overdue payment shall bear full linkage differentials to the Consumer Price Index, plus 12% accumulative annual interest on the linked capital sum once every quarter - as of the date on which the payment was originally due to the Company and until the date of actual full payment. The above remedy is in addition to all other reliefs and remedies available to SPD under this Agreement or under law.

Payments

19. In order to make the payments you must possess a valid credit card of a credit card company operating in Israel. In consideration of the Services you purchase, or renewal thereof, you hereby permit the Company to charge the credit card whose details you have provided, and for the purpose of indemnifying the Company in respect of any expense and/or payment it incurs in connection with your acts and/or omissions as detailed in these conditions.
20. The payment may be settled by bank-transfer to SPD's bank account. For this purpose, you should contact the Company by phone, complete the undertaking form sent to you, sign it, and execute the bank transfer accordingly. This payment method is only available if you provide an advance payment for at least 3 months of Service, unless otherwise agreed between the parties.
21. You may also remit payment by check. For this purpose you should send a check for the correct sum, payable to SPD Hosting Ltd., to the address detailed in the heading of this agreement. If the check you provide is not processed or honored for any reason whatsoever, you shall be charged handling fees in the amount of NIS 50 + V.A.T. The Company shall be entitled to update this fee from time to time. You shall be exclusively responsible for verifying that the check arrived at the Company's offices prior to the renewal date set forth for each of the Services being ordered under these conditions.
22. SPD is not be obligated to accept any other payment method.

Liability

23. SPD's site hosting Service, including any Services ancillary thereto, are provided 'as is'. You hereby declare and confirm that prior to signing the order document you reviewed the Services, their capabilities and limitations and found them suitable for your needs. You hereby waive any complaint, claim and/or demand against SPD regarding suitability of the Services to your needs. Use of SPD's Services is therefore at your exclusive and full responsibility.

24. SPD does not undertake that the hosting of the site, access thereto from the Internet and any use of the site files or the Services provided by SPD, will not be disrupted, will be provided in an orderly manner or without interruptions, safely and without errors or that they will be immune from unauthorized access to the Company computers, damages, breakdowns or malfunctions - including malfunctions of hardware, software or communication lines to the site – at SPD or any of its suppliers. SPD shall not bear responsibility - and you shall have no complaint, claim, and/or demand against it, if any of the aforementioned occurs. However, SPD shall endeavor, to the best of its ability, to quickly repair any malfunction.

The above shall not apply if the damages, breakdowns and malfunctions are caused as a result of gross negligence or malicious intent of SPD. In such event, you shall only be entitled to compensation in respect of direct damages sustained by you and you shall not be entitled to compensation in respect of any indirect and/or consequential damages.

In any event, SPA's aggregate and cumulative liability under this paragraph shall not exceed the monthly consideration paid by you to the Company in the course of the six months preceding the occurrence of damage. You hereby declare and confirm that this limitation of liability is the result of the allocation of risks between the parties and that it is reasonable and acceptable having regard to these conditions and the monetary scope of this engagement.

Termination of the agreement and breaches

25. The Company reserves the right to notify you of the termination of the agreement, at its exclusive discretion, by way of a notice, which shall be given to you in writing twenty days in advance.
26. You are entitled to notify the Company of your desire to terminate the agreement - expressly and in writing, at least 90 days in advance, unless otherwise specified in this Agreement and the order document. If prior notice is given as aforementioned, the agreement shall terminate upon the requested date.
27. Termination of the agreement for any reason whatsoever, shall not derogate from your obligation to pay to the Company, the consideration for the period during which it maintained the site and/or provided you with actual Services. SPD shall be entitled to delay the release of the files, data and site domain name until full payment of the consideration due to it by you.
28. If, according to its best judgement and/or according to warning notice sent to it, SPD finds that the content on the site breaches any provision of this agreement and/or that you have materially breached this agreement and/or that you have misused a Service provided to you by the Company and/or that you have used same contrary to this agreement or contrary to the law, it shall be entitled to take action in all or part of the following manners, and this, in

addition to the other rights granted to it according to this Agreement and/or the provisions of any law:

- 28.1 To terminate this agreement and/or to suspend the agreement for a specified period of time, and to immediately remove all or part of the site that violate the provisions of this Agreement, or prevent access to the site or any part thereof as aforementioned, without advance notice and according to its exclusive discretion;
- 28.2 To immediately cancel any additional Service provided to you by the Company, without advance notice and according to its exclusive discretion.
- 28.3 If the Company is approached by a third party, with satisfactory proof that its rights have been infringed by material published on site - in addition to all rights granted to the Company under this agreement, SPD shall be entitled to provide the third party with your details and any other information regarding you, in order for you and the third party alleging infringement of its rights, to settle the complaints directly with one another.
- 28.4 SPD shall also be entitled to hand over your details and any other information about you in its possession, if it is proven to its satisfaction that the provisions of this agreement prohibiting publication of any unlawful material, or material that encourages, supports, assists, provides instructions or guidelines to commit an act that constitutes a criminal offense according to the laws of the State of Israel and/or the laws of the country where the Company servers –have been violated.
- 28.5 In any event, SPD shall have exclusive discretion to provide your details and any other information about you, if it receives a judicial order obliging it to do so. In addition, the Company shall, at its exclusive discretion, be entitled to hand over your details and any other information about you, according to a demand from any competent authority.
- 28.6 Without derogating from any other right or remedy available to the Company under this agreement, any of the following will entitle SPD to take the actions indicated above:
 - 28.6.1 Sending junk mail and/or widely distributed commercial e-mails to addressees who did not expressly request to receive them, (spam) and/or sending chain letters;
 - 28.6.2 Commission of an act or omission which could adversely affect or harm Internet users in general and SPD customers specifically;

28.6.3 Commission of any act or omission which are contrary to customary Internet etiquette rules.

28.6.4 Performance of activities which cause, or could cause, excessive use of the resources of the computer storing the site, including excessive use of the processor and/or memory resources and/or any other use which SPD, at its exclusive discretion believes may constitute unreasonable use of its systems and/or resources. Without derogating from the generality of the aforementioned, any the following (but without limitation) shall be deemed to be unreasonable activities, except if confirmed in advance in writing by the Company:

- The use of the processor - use exceeding 25% of the computer's processing power for more than 90 seconds;
- The physical memory (RAM) - Use exceeding 256MB;
- SQL - running complex SQL queries, where the run-time exceeds 15 seconds;
- Hard disk – Performing activities that constitute intensive IO;
- Bandwidth – use of a bandwidth exceeding 10 MBIT, for more than one minute;
- Active connections – Number of connections exceeding 20 active concurrent connections per single user;
- Processing tasks - more than 20 concurrent processing tasks per single user;
- Threads - more than 20 concurrent threads per single user;
- Running independent and unsupervised applications, such as IRC servers or bots;
- Running software and/or sites and/or protocols intended for file sharing, such as BitTorrent etc.;
- Operating multiplayer gaming servers based on browsers or external software;
- Uploading archive files (ISO / ZIP / TAR) larger than 250MB per file;
- Uploading an ad-media campaign on a collaborative server.
- Upload of over 200,000 files to a single account.

The Company, at its discretion, may alert you and present you with a notice that you have reached the quota of the Company resources allocated to you, prior to performing any other activity.

28.6.5 Performing activities which adversely affect, or could adversely affect, the stability of the operating system and ancillary systems and/or any other system managed or operated by SPD and/or anyone on its behalf;

28.6.6 Performing activities which adversely affect, or could adversely affect the information security of the hosting and e-mail servers, including the invocation of infinite loops, running exploiting scripts, running unstable software components, etc.

28.6.7 Exceeding the traffic volumes included in the hosting package.

Indemnification

29. You hereby undertake to indemnify SPD, its workers, managers, any anyone acting on its behalf in respect of any loss, damage, loss of profits, payment or expense sustained by them - including attorney's fees and court expenses - arising in connection with a breach of your undertakings or representations in this agreement and/or in connection with content published on the site and/or in connection with use of any of the ancillary services.

Intellectual Property

30. In the event that SPD has installed on the site any applications developed by the Company and/or whose rights it owns (including a search engine), SPD hereby grants you a non-exclusive license to use of the application on the site. For the avoidance of doubt, it is hereby clarified that the full copyrights and/or intellectual property right in and to all the aforementioned applications shall, at all times, continue to be the sole property of SPD. You hereby undertake not to copy, distribute, transfer or grant rights (including sub-licenses) in any of the aforementioned applications.

Assignment of rights

31. You are not entitled to assign, place a lien on, put in pledge or transfer, your rights according to this Agreement, unless you receive SPD's advance written consent. SPD will not unreasonably refuse or decline consent. Among other things, a monetary debt by the customer to the Company shall be deemed a reasonable cause for refusal. Assignment, pledge, lien or transfer carried out in contravention to the provisions of this section shall be null and void.
32. SPD shall be entitled to transfer, assign, put in pledge, place a lien on, and grant rights in its undertakings and its rights according to this Agreement to a third party in the event of a re-organization of all of its activities and/or any part thereof in a separate corporation and/or upon a merger and/or sale of its businesses, in part or in full and/or for any other purpose - provided that the third party assumes the Company's undertakings towards you in accordance with this Agreement. You undertake to cooperate with SPD and sign any document required by it in order to validate the transfer, assignment, pledge, lien or provision of rights as aforementioned.
33. For the avoidance of doubt, it is hereby clarified that SPD shall be entitled to provide all or part of the Services which are the subject of this Agreement, by means of sub-contractors and/or any other third party acting on its behalf.

General

34. A printout or printed report from SPD's computers shall constitute evidence regarding the accuracy of their content in any settlement of a dispute between the parties and in any judicial, administrative or other tribunal's proceedings.
35. This agreement constitutes the final, entire and complete agreement between you and the Company regarding the subject matter of this agreement, and supersedes all prior and contemporaneous negotiations and oral representations, agreements, consents, and statements regarding the same.
36. The addresses of the parties for the purpose of this agreement shall be noted in the order document. Notices between the parties may be sent by registered mail, courier, facsimile and e-mail. Any notice sent by registered mail to the other party shall be deemed to have reached its destination 3 days after delivery for dispatch. Any notice delivered by courier shall be deemed to have reached its destination at the beginning of the first business day after having been actually delivery, subject to written authorization regarding execution of the delivery. Any notice sent by facsimile or electronic mail shall be deemed to have reached its destination at the beginning of the first business after actual dispatch, subject to telephone approval of delivery.

Amendment of conditions

37. Since the Services provided by SPD develop and change very often, and over time considerable business experience is accrued in respect thereof, SPD shall be entitled to amend the provisions of the agreement from time to time. The new terms of the agreement shall apply to you immediately upon resumption of the Services that you ordered. If possible and if the terms of the agreement are amended in a material manner, a notice in this respect shall be published on the site's home page. Continued use of the Services after the date of amendment of the agreement shall indicate your consent to such amendments.

Arbitration and Jurisdiction

38. This agreement shall be solely governed by the laws of the State of Israel.
39. Any dispute between the parties, including a dispute regarding use of any of the Services which are the subject of this agreement or in connection with this agreement shall be brought to adjudication by an arbitrator – an advocate versed in trade-commerce and the Internet. The arbitrator shall be determined by the Chairman of the Israel Bar Association at the request of either of the parties.

40. The arbitrator shall be entitled to grant temporary relief and interim injunctions. The arbitration shall take place in the city of Tel Aviv. The arbitrator shall not be bound by the rules of civil procedure however, shall be bound by rules of evidence and substantive law. The arbitrator shall be obligated to provide a rationale for his decision.
41. Notwithstanding the aforementioned, if either of the parties to this agreement is sued by a third party through any legal proceedings whatsoever, notwithstanding the aforementioned, the defendant shall be entitled to add the other party to this Agreement as a party to such legal proceedings and in such case, this arbitration agreement shall not apply.
42. The court of jurisdiction pursuant to the provisions of the Arbitration Law, 5728 - 1968 shall be the competent court in the city of Tel-Aviv.
43. This paragraph constitutes an arbitration agreement between the parties for all intents and purposes.
44. Subject to the aforementioned and without derogating therefrom, in any matter which is not within the authority of the arbitrator, or in any matter which is not subject to this arbitration agreement, for any reason whatsoever, the competent court in the Tel Aviv and central districts in Israel shall have exclusive jurisdiction.