Terms of Use

**Docutext Festival Term of Use**

(The document is worded employing the masculine form, but refers to both genders)

1. This document sets out the Terms of Use of the Docutext Festival System (the “System”). The System is operated by the National Library Ltd. (a Community Interest Company).
2. The System is a video-on-demand (VOD) system, designed for viewing documentaries and other films, if uploaded to the System. The System operates on the \_\_\_\_\_\_\_.co.il website, or through the “\_\_\_\_” App. The Terms apply to use of the System, whether you access it through the Docutext website operated by the National Library, or through any application, or any URL, or social media pages to which it will be linked in the future, the Terms of Use apply whether (*sic*) Internet and/or social media page and/or another app related to them.
3. **The films in the System are transmitted with encryption (“DRM”) to protect them from copyright infringements. Therefore, the movies can only be viewed on end-user devices by means of browsers or applications that support encryption as detailed hereinafter:**

**You can watch movies from a laptop or desktop using the latest Chrome or Firefox or Edge browser. There may be difficulties and interruptions in viewing from other or out-of-date web browsers.**

**There may be difficulties or interruptions in viewing from smart TV operating systems.**

1. For any questions and/or clarifications and/or inquiries, please contact us by email at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The Terms of Use constitute a contract between the National Library and the person using the System (“User”). By logging onto the System or making any other use of it, you agree to these Terms of Use. If you do not agree to these Terms, please refrain from using the System.
3. Use of the System involves you providing information to the System. Details about the information we collect, and the uses we make of this information, appear in the Privacy Policy.

**The Right to Use the System**

1. Use of the System is based on a pay per view fee for each movie that the User wishes to watch.
2. The service is available for viewing within the borders of the State of Israel only. Films cannot be watched outside the State of Israel.
3. The National Library may from time to time apply various rules with respect to use, including any stipulation that use of the System, or certain features of it, will be conditional on registration and on creating an account (“Account”), or any other terms and conditions. In such an event, the Account will be personal, and all information transmitted for the purpose of registration to the System must be correct and accurate. All Account activity is exclusively at User risk.
4. The National Library may prevent, cancel, or restrict the right of use of any User who has violated these Terms at any time, without need for justification and/or prior notice.

**Payments**

1. Watching a movie involves paying a viewing fee, in advance. The viewing fee is as noted on the website from time to time, and gives the right to watch the film privately and non-commercially. Each movie will be available for 24 hours from moment you start watching it, and for up to 5 views.
2. Payment will be made by credit card. After receiving payment, the film will unlock for viewing.
3. Payments are made through external providers, and require provision of sensitive information, such as a credit card number, cardholder name, and other details. Credit card details are provided directly to external providers who use advanced information security measures, and are not transmitted to the National Library. The National Library is not responsible or liable for any information provided to the external provider.
4. Authorisation to charge a credit card or method of payment provided by the User for the purpose of purchasing a right to view, will also be valid for charging a credit card or method bearing another number, which is issued as a replacement of the card or method, and any inquiries on this matter must be addressed to the credit card company.
5. The System viewing fees includes VAT, if applicable. The National Library may change the viewing fee rates from time to time, in its exclusive discretion.
6. As long as you have not started watching a film, you may cancel the order in accordance with the instructions on the website, provided that the request for cancellation is submitted before the end of the Festival. Upon cancellation, we will refund the viewing fee. After starting to watch, or after the end of the Festival, the order cannot be cancelled.

**Intellectual Property and the Protection of Information**

1. Copyright and other intellectual property rights, including trademarks and/or patents and/or design marks in the System and the contents contained therein, including texts, exercises, design, graphics, photographs, System logo, System name, and System software, belong exclusively to the National Library. All these rights are reserved. The rights in the films belong to the entities (producers, studios, distributors, etc.) that granted the National Library licence to include them on the System.
2. You may not copy, record, store on any media, publish, perform publicly, broadcast, make available to the public, rent, create a derivative work, or in any other way distribute the films and/or other content of the website, or make any use of the films, other than watching them in accordance with the details of the order. Hacking the DRM measures protecting the films constitutes an offence, and may result in sanctions on behalf of the owners of the copyright in the films.

**Third Party Materials and Complaints**

1. The films and some of the information and other content published on the System, including advertising materials, were created by third parties (hereinafter: “Third Party Materials”). The National Library is not responsible for the Third Party Materials, or anything contained therein.
2. Any person and/or entity who believes that any film and/or Third Party Material infringes copyright and/or other rights belonging to him, or that said Material is in any other way harmful to him, is requested to contact the National Library by e-mail at \_\_\_\_\_\_@\_\_\_\_\_, accurately noting the location of the offending material per its URL, with details of the nature of the injury, and indicating an e-mail address for a reply.
3. The National Library will do its best to handle any inquiries as soon as possible, but does not warrant that the outcome will be in accordance with the petitioner’s demands. In any event, the National Library will act in accordance with lawful prescription.
4. Links that appear in the System are a service to Users. The placing of any link does not constitute any assumption of responsibility with respect to the linked material and/or any seal of approval and/or recommendation in connection with it.

**Privacy and Sensitive Information**

1. The National Library takes measures to safeguard the privacy of Users. However, there is no way to absolutely guarantee that information provided through the Internet or any communications network will not be exposed as a result of malicious or criminal activity by third parties, or due to other reasons outside the National Library’s control.
2. By filling in details for the purpose of purchasing a film, you expressly agree that the National Library may send you information and offers and advertising mail (within the meaning of this term in Amendment No. 40 to the Communications (Bezeq and Broadcasting) Act 1982-5752), on behalf of the National Library, via all the means of communication provided by you. You may request the removal of your details from the mailing list used by the National Library for this purpose, at any time, by sending a request to \_\_\_\_@\_\_\_\_\_\_, or by way of any manner made available to you in the setting of any contact under this Clause.
3. Further details about the information we collect in connection with Users, and the use made of it, are published in the Privacy Policy.
4. The National Library will not make use and/or allow another to make use of information about System Users for the purpose of sending advertising and/or commercial mail, and will not activate and/or send to the System and/or any User any software and/or other application that may harm the System and/or third parties, or make use of “crawlers”, “bots” etc., and no System User is allowed to perform any of the aforementioned operations. However, legitimate search engines are allowed to scan the System, as customary, for the purpose of creating links from the search engine.

**Indemnity**

1. The User will compensate and indemnify the National Library for any damage and/or loss and/or expense he (*sic*) will bear, including legal costs, as a result of violating the provisions of these Terms of Use and/or any other act and/or omission by the User.

**Troubleshooting**

1. The National Library will do its best to correct System malfunctions as soon as possible. However, the National Library will not bear any payment and/or liability for any damage and/or loss caused to the User as a result of a System failure and/or for any damage caused as a result of any intentional and/or negligent act by a third party and/or any other party, beyond its control. In particular, and the forgoing notwithstanding, the National Library will not bear any responsibility for loss of any information stored in the System, and does not guarantee that this information will be stored and/or on account of (*sic*).
2. The forgoing notwithstanding, if as a result of a malfunction in the System (as opposed to another reason, such as a malfunction in your computer or device), you are prevented from watching a movie for which you have paid a viewing fee, please send the National Library relevant details. If it transpires that the complaint is justified, the National Library will refund you the paid viewing fee.
3. The National Library does not undertake to keep backup of any materials stored in the System.
4. The forgoing notwithstanding, the National Library may proactively disable the System from time to time for maintenance and/or upgrade and/or updating actions, and delete any material stored in any part of the System, including in forums, in its exclusive discretion.

**Miscellaneous**

1. These Terms of Use apply in addition to all the terms and conditions published in the System itself. In any case of conflict between these Terms of Use and any provisions in the System itself, these will be interpreted, as far as possible, as complementary. To the extent that such interpretation is not possible, the provisions herein these Terms of Use shall prevail.
2. The National Library may change or update the Terms of Use at any time. Any such change or update will take effect upon publication in the System. It is recommended that you check the Terms of Use from time to time for changes or updates.
3. All provisions in these Terms of Use in the masculine form, also impliedly mean the feminine, and everything stated in the singular also impliedly means the plural, and vice versa, all if the context does not imply otherwise.
4. The National Library may at any time transfer ownership of the System and/or the right to operate it in full and/or in part, to any other party, copy and/or transfer the System in its entirety and/or in part to any other address and/or change the name of the System and/or suspend its activity and/or shut it down altogether. The User and/or any agent thereof will have no claim and/or legal action and/or demand *vis-à-vis* the National Library in connection with the aforementioned.
5. These Terms of Use exhaust all that is agreed between the parties. Any prior agreement and/or understanding are hereby null and void. Every change to these Terms of Use will be in writing only. Clause headings in these Terms of Use are for convenience only, and this Agreement should not be interpreted in accordance with them.
6. The law applicable to these Terms of Use is the law of the State of Israel. The competent courts in the city of Jerusalem have unique jurisdiction to entertain any dispute between the parties in connection with this Agreement and/or arising herefrom, wherever the parties may reside.