

Terms of use of the Acum website

Welcome to the Acum website – the Association of Composers, Authors and Music Publishers in Israel (hereinafter: “the website”). The website is managed and operated by Acum Ltd., whose address is 9 Tuval Street, P.O. 1704, Ramat-Gan 5211701 (hereinafter: “Acum”). The use of the website, including the content contained therein and the services operating on it, indicates your agreement to these terms and additional terms appearing on the website, including the privacy policy as well as additional instructions that may appear during the use of the website (all together : “The binding documents”). You are asked to read the binding documents carefully. Please note that the binding documents may change from time to time and that you have the duty to check for any updates. If you do not agree to the terms of the binding documents, you are asked to refrain from using the website.

The binding documents apply to the use of the website and the contents contained therein through any computer or other communication device (such as a cell phone, PDAs of various kinds, etc.). They also apply to the use of the website, either through the Internet or through any network or other means of communication.

In these conditions, the meaning of the term “content” or “contents” is any textual, visual, audio content, or any combination of them or part of them, as well as their design, processing, editing and way of presentation.

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About Acum and the website

Acum is a corporation for the joint management of copyrights, which deals with granting permissions for the use of musical and literary works from its repertoire, collecting royalties for these uses and distributing them to the copyright holders of the works. Acum was founded in 1936, by the prominent creators of their time and it manages the copyrights of her friends – including composers, authors and music publishers, after which they transferred to her the copyrights in their works (“Repertoire Acum”). In addition, ACUM is bound by agreements with associations abroad, which manage copyrights of foreign composers and authors, which authorize it to also enforce the copyrights of their members. In this way, ACUM represents the majority of the international repertoire, in addition to the Israeli repertoire. The need to preserve and protect the property of the creators, promote the legal status of the creator and achieve important goals for the creators are what led to the collective organization of the creators in Israel within the framework of ACUM.

The Acum website provides you with, among other things, information, content, news and many services related to Acum and its activities, including general information on copyrights, information about sister societies in the world, information about international organizations involved in maintaining copyrights in the field of music, a database that presents The creators of Acum members and Acum repertoire, forms, information about the Acum welfare fund, Acum awards and more. In addition, the site provides various services intended for Acum members only, such as discussion groups, forums, information on royalty accounts, the possibility of declaring new works, and more (all of which will be referred to below as: “the Services”).

It will be clarified that you may, at any time, update your details, change your personal preferences and the way you use the website – this by using the tools that the website makes available to you, as they will be from time to time. ICOM has the sole discretion to decide which contents will be presented on the site, the duration of their presentation, their location on the site and their design and any other matter related to their placement on the site.

Joining Acum

If you are interested in being accepted as an ACUM member, the site provides you with an online mechanism for submitting application forms for joining, including a letter of transfer of rights and a declaration form. The conditions, information and details that you must provide will be explicitly defined in the application form. Without providing the data

requested in the binding fields, you will not be able to complete the application process. The application. For the avoidance of doubt, the membership in ACOM and its approval is conditional upon meeting all the conditions stated in the application form, in the ACOM Statutes and is subject to the approval of ACOM institutions authorized for this purpose.

Registration to Acum involves payment of a one-time registration fee ("the payment"). The amount of the registration fee will be specified in the application form and will be updated from time to time. Payment will be made through the website, using a credit card whose number you will be required to provide. Acum may decide from time to time on the use of payment methods more. If the use of the credit card has been approved by the credit card company that issued it, you will be notified accordingly and your account will be charged the amount of the registration fee. If the operation was not approved by the credit company, you will be required to contact OCM in order to arrange the payment.

Submitting requests to obtain a license to use works from the Acum repertoire

Among the services listed above, the website also includes information about Acum licenses, license rates, calculators for calculating license fees, and more

With regard to certain uses of works from the Acum repertoire, you can apply for a license using an application form on the website and/or through an online system that Acum will make available to you for this purpose. To do this, you must fill in the required details and act in accordance with the instructions that will appear on the website. Acum does not undertake to handle a license application in which all the required details were not filled in or an application that did not reach Acum for any reason or an application in which incorrect details were filled.

Sending the request to Acum does not constitute permission to use works from Acum's repertoire and/or an obligation of Acum to grant a license for the requested use of the works, unless you have been sent an explicit message confirming the receipt of the license and its terms. Acum will consider each request for a license to use in the works, and will decide at its discretion whether you meet the criteria for receiving the requested license. If possible, you can review the details of your existing licenses on the website, update your details and pay the license fees.

The use of the site

You may use the website, its contents and services in accordance with the rules detailed below. You may not use the site in any other way, unless you have received the express consent of Acum to this, in advance, in writing and subject to the terms of that consent (to the extent that it is given):

Do not copy and use, or allow others to copy and use, in any other way the contents of the website, including on other websites, electronic publications, print publications, etc., for any other purpose;

All copyrights are reserved to UNCOM. Other materials of third parties including UNCOM members are also protected by copyright.

Do not activate or allow to activate any computer application or any other means, including programs of the type Crawlers, Robots, etc., for the purpose of searching, scanning, copying or automatically retrieving content from the website. In this rule, you may not create and do not use the aforementioned means to create a compilation, collection or database that will contain content from the website;

Do not display content from the website within a frame, visible or hidden;

Content from the website may not be presented in any way – including through any software, device, accessory or communication protocol – that changes its design on the website or removes any content from it, in particular advertisements and commercial content;

Do not link to the site and its contents from any site that contains pornographic content, content that encourages racism or illegal discrimination, or that is against the law, or that encourages activity that is against the law or whose publication is against the law;

Do not link to content from the website, which is not the home page of the website (“deep link”) and do not display or publish such content in any other way, unless the deep link is to a web page on the website in its entirety and as it is (AS IS), so that it can be viewed and used in a manner Completely identical to using and viewing it on the site. In this context, it is forbidden to link to the contents of the website, separated from the web pages where they appear on the website (for example: it is forbidden to link directly to an image or a graphic file on the website, but to the full page where they appear). Also – the exact address of the web page on the site must appear in the usual place designated for this in the user interface, for example: in the address bar (Status Bar) in the user’s browser. Do not change, distort or hide this address and do not replace it with any other address.

Acum will not bear any responsibility for any damage caused as a result of any link to the contents on the website and any presentation or publication of content in any other way. You bear the full and exclusive responsibility for any link, presentation or publication of the contents made by you and undertake to indemnify Acum for any damage resulting from this.

Registration for the site and its services

The website is open for use by all Internet users, with the exception of certain areas of the website designated for Acum members only. The use of some of the services on the website requires registration. You may use these services after completing the registration process, providing the details requested during it, and after receiving your consent to the binding documents. Do not sell or transfer otherwise the user account to any third party.

When registering for services that require it, we will ask you to provide certain identifying information, which will be explicitly defined in the registration form. You must provide only correct, accurate and complete details. Incorrect details may prevent you from using the services and, if necessary, thwart contact with you. At any time, you can update your details and your personal preferences by using the tools that the site makes available to you.

The details you provide when registering for services that require it will be stored in the database owned by Acum. Acum will not use your details, except in accordance with the site's privacy policy, which is an integral part of these terms of use.

When registering for some of the services, and in particular if you are an Acum member – you will be asked to choose a username and password that will identify you every time you log into the website and/or the relevant service. Acum may determine, from time to time, additional or other methods of identification. Keep the username and password confidential to prevent misuse. Be sure to change the password as often as possible and in any case no less than once every six months.

Acum may not allow you to use the service that requires registration at its absolute discretion. Without deviating from the above, Acum may cancel your registration to the services, or block your access to them, in any of the following cases:

If when registering for the website and/or service you intentionally provided incorrect information;

If you have committed an act or omission that harms or may harm Acum or any third parties, including other users or suppliers or partners of Acum;

If you used the website and/or services to perform or to attempt to perform an illegal act according to the laws of the State of Israel, or an act that is presumed to be illegal as stated above, or to enable, facilitate, assist or encourage the performance of such an act;

If you have violated the terms of the binding documents or the terms of any other service within the site;

If you take any action that prevents others from registering on the website or continuing to enjoy its services in any way;

If you provided the username and password assigned to you during registration for use by a third party.

Content that users/members of Acum submit for publication on the website

Acum allows you to create, contribute and publish your own information and content and share them with other users on the site and/or with Acum members – within the framework of certain services, such as discussion groups, forums and more. These services may be available only to Acum members. Such content, including texts, graphic files, videos and more, will be published in designated areas on the website – either by themselves, in

areas designated for user content only, or together with contents on behalf of Acum. Submitting content for publication on the website does not give you the right to demand that the content be published or continue to be published.

Acum encourages freedom of expression and the existence of a cultural and fruitful discussion on the site, with the active participation of you and the other users of the site. In its services, Acum may check these contents before publishing them on the website. Such tests may be done by Acum in a sample manner, solely to try to prevent the publication of content that is illegal or offensive on their face and without the need to exercise legal discretion. Also Acum will be entitled to prevent users who do not observe acceptable rules of conduct and appropriate on the site, participate in discussions or post any messages on the site.

When sending content through the services on the website or delivering content for publication on the website, you bear the full and exclusive responsibility for any result resulting from the publication, or the aforementioned publication. You must ensure that such content is legal. Among other things and for the sake of example only, you are prohibited from posting on the website, or sending through the services on the website the following content:

any content known to you to be false, misleading or fraudulent;

Any content that infringes or violates the proprietary rights of others – including copyrights and trademarks;

any pornographic or sexually explicit content;

Any content that concerns minors and identifies them, their personal details or their identity and ways of communicating with them;

Any computer software, computer code or application that includes a computer virus ("Virus"), including hostile software known as Trojan Horse, Worms, Vandals, Malware, etc.;

Passwords, usernames and other details, which allow the use of computer programs, digital files, websites or services, which require registration or payment, without such payment or registration;

Any content that defames a person, or harms his privacy, or his good name;

Any content that personally identifies other people, without their consent to the publication of their identity;

any content of a harassing, abusive, hostile, threatening or rude nature or content;

Any content that contains, or encourages racism, or improper discrimination based on race, origin, skin color, sect, nationality, religion, sex, occupation, sexual orientation, disease, physical or mental disability, belief, political opinion, or social status -economic;

Any content that encourages the commission of a criminal offense or may be the basis for a lawsuit or civil liability;

any content that may mislead a consumer;

Any content of an advertising or commercial nature, which is not related to OCM and/or its services;

Any content to which access is blocked by a password, etc., and is not freely available to all Internet users.

Acum may refuse to publish, or immediately delete any content you submitted for publication, whenever it finds that you have violated the terms of the binding documents or that you have committed an act or omission that harms or may harm the services provided on the website, its users, Acum, its members, or anyone on its behalf. In this case, Acum will also be entitled to prevent you from publishing additional content on the website. The provisions of this section add to Acum's rights according to any law. If Acum decided to publish or use the content you provided – it may edit any such content, at its absolute discretion, including its brevity.

With the exception of places where a different notice will be given, the contents you submit for publication on the website may be exposed to all Internet users, or at least to other users of the website. Act sensibly and carefully in providing personal details (such as an address or phone number) as well as in the responses and inquiries you receive as a result of using the site or publishing any of your details. Remember: you must behave in the delivery of the contents and in the appeals to you at least to the same degree of caution that you take in establishing contact, which is not done via the Internet.

Acum encourages you to treat the content published on the Internet with caution and criticality, including content published by other users on the site. For the most part, the contents are not published on behalf of Acum, and therefore it is not responsible for their reliability, reliability, accuracy or completeness and is not responsible for any result that may result from using or relying on them.

Links on the site

You may find on the site links ("links") to various pages on the Internet. Most of the contents are not published by Acum, or on its behalf, and Acum does not control or supervise them. The fact that the site links to these contents does not indicate Acum's agreement to their contents and does not constitute a guarantee of their reliability, their up-to-dateness, their legality, the practices of the content owners in the field of privacy and any other aspect involved in their operation. You may find that these contents do not suit your needs, or you object to their contents, or believe that They are outrageous, irritating, inappropriate, illegal or immoral. Acum is not responsible for the contents to which the links lead and is not responsible for any result that may result from their use or reliance on them.

Acum does not guarantee that the links found on the site will be correct and will lead you to an active website and it is entitled to remove from the site links that were included in the past, or refrain from adding new links – everything, at its absolute discretion.

privacy

Acum respects your privacy when using the website. The website's current privacy policy can be found at any time at:

<http://Acum.kcsnet.net/content/website-privacy-policy>

And it is an integral part of the binding documents. Since the privacy policy can change from time to time, it is recommended that you come back and review it from time to time.

Commercial content

Acum may place on the website, at its sole discretion, commercial content, such as advertisements and notices, submitted for publication on behalf of various advertisers or users, who wish to offer assets or services for sale. Such content may be in the form of text, images or sound.

Acum will not bear any responsibility for the commercial content, which will be published on the website on behalf of third parties. Acum does not write, check, verify or edit the content of these publications or their veracity. The sole responsibility for the commercial contents and for any result resulting from their use or reliance on them applies to the advertisers. Publishing commercial content on the website does not constitute a recommendation or encouragement to purchase the services, assets or products offered for sale therein.

Any transaction made as a result of commercial content published on the site will be concluded directly between you and the advertiser concerned. Acum is not a party to any such transaction, and it will not be held responsible for the services and goods offered in the commercial content on the site or purchased through them.

Intellectual Property

All copyrights and intellectual property on the website, in the services offered on it and in all the content contained therein belong to Acum alone, or to other third parties (including users of the website), who have allowed Acum to use them. You may not copy, distribute, publicly display, publicly perform, transmit, make publicly available, modify, process, create derivative works, sell or rent any part of the above, either by you or through or in collaboration with a third party, in any way or means between Whether electronic, computerized, mechanical, optical, photographic or recording means, or in any other way, without obtaining written and prior consent from IKUM or the other rights holders, as the case may be and subject to the terms of the consent (as many as may be given). These rights apply, among other things, to the website's computer code, its graphic design, its databases and any other detail related to its operation.

The trademarks and advertisements of advertisers on the site (if any) are the property of these advertisers only. They must also not be used without the prior written consent of the advertiser.

Acum does not claim ownership of the content that you submit for publication on the site, or through it. At the same time, when you submit content for publication as mentioned above, you confirm that you own the full rights in them and that you are entitled to submit them for publication. If you are not the creator or the owner of the rights in the content By submitting for publication, you confirm that you have legal permission from the rights holder, which allows you to submit the contents for publication and to grant them usage rights as detailed above and below. Acum will not be held responsible for any damage caused as a result of a violation of the rights of the owners of the rights in the contents. You bear the full and exclusive responsibility for any link, presentation or publication of content, made by you and undertake to indemnify Acum for any damage caused as a result. This section is not intended to regulate the transfer of works to the representation of Acum by way of transfer letters, in relation to which the arrangement will apply named in them.

By submitting the content for publication, you grant Acum a free, worldwide and time-limited license to copy, reproduce, distribute, market, make available to the public, transmit, process, edit, translate and use such content in any other way, at its discretion, on the website and in any its derivative in any media whatsoever.

Acum respects the intellectual property of others. If you believe that your work has been copied in a way that violates any of your rights, you are invited and requested to inform Acum immediately in writing. Measures that will be taken by Acum, to the extent that they are taken, relying on information that will be transferred to it, will not be proof of any violation of any right, but Acum does not undertake to take any steps.

responsibility

Wherever in the binding documents the responsibility of Acum is detailed, the responsibility of its employees, managers and workers by its authority or on its behalf will also be meant.

The use of the website and any content, or service on it will be done at your sole and full responsibility and Acum will not be responsible for any direct or indirect damage caused to you or to anyone on your behalf or to any other third party, including any loss, loss or expense, related to, or arising from, directly or Indirectly with the site and any content and service therein.

The content and services on the site can be used as they are (AS IS). It is not possible to adapt them to the needs of each and every person. You will not have any claim, claim or demand against Acum regarding features of the content and services, their capabilities, their limitations, the rules that apply to them and their suitability to you and your needs.

Acum does not guarantee that the content you publish on the site, or through it, will be responded to. Acum cannot know what reactions (if any) you will receive as a result of the publication and who will respond to the contents you publish, therefore it will not bear any responsibility towards you (or anyone on your behalf) for these reactions, to identify those contacting you or for any result that will result from the publication. Acum will also not be responsible for any use made by a third party of the contents published by you.

Any decision you make in relation to the contents published on this site, or their use, is your sole responsibility. Acum does not guarantee that the contents and services of third parties, including those of content and service providers and users, published on the site, will be complete, correct, legal or accurate or meet your expectations and requirements. Acum will not bear any responsibility for any result that may arise from them, or from using them, or relying on them. The use of the website's services and content is at your own risk.

Acum does not guarantee that the website's services and contents will not be interrupted, will be provided in order or without interruptions, will exist safely and without errors, and will be immune from unauthorized access to Acum's computers or from damages, breakdowns, malfunctions or failures – all, in hardware, software, lines and in communication systems, at Acum or one of its suppliers.

indemnity

You undertake to indemnify Acum, its employees, managers or anyone on its behalf for any damage, loss, loss-profit, payment or expense incurred by them – including attorney's fees and court costs – due to a violation of these terms of use and the binding documents. In addition, will indemnify Acum, its employees, managers or anyone on its behalf for any claim, claim or demand brought against them by any third party as a result of content you submitted for publication on the site, or through the site, as a result of links you made to the site or any use you made of its services.

Changes to the site and termination of service

Acum can change from time to time the structure of the site, its appearance and design, the scope and availability of the services therein and will be entitled to change any other aspect involved in the site – and all, without the need to notify you in advance. Such changes will be made, among other things, taking into account the dynamic nature of The Internet and the technological and other changes occurring in it. By their nature, changes of this type may involve malfunctions or initially cause discomfort, etc. You will not have any claim, claim or demand against Acum for making such changes or malfunctions that will occur in the course of making them.

Without deviating from the above, Acum may at any time stop providing services on the website, all or some of them. If possible, Acum will publish a notice on the website about the termination of services a reasonable time in advance. Upon termination of the services, Acum will keep the material contained in the website for an additional reasonable time and

then be entitled to delete it without keeping any backup of it and without giving further notice of this.

Change in the binding documents

Acum may change from time to time the provisions of these terms of use and any of the binding documents. If possible and if these terms of use or the documents that require substantial changes are made, a notice will be published on the home page of the site.

Law and Jurisdiction

The use of the website and services shall be exclusively governed by the laws of the State of Israel. The exclusive place of jurisdiction for anything and everything arising from this agreement or from the website is in the competent courts in the districts of Tel Aviv and the center of Israel, unless explicitly stated otherwise in another document.

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If Acum has transferred its rights on the website, or any part of them, to a third party, it will be entitled to assign its rights, all or part of them, according to the binding documents.

contact us

Acum adheres to the provisions of the law and respects the right of website users and others to privacy and good name. If you believe that content has been published on the website that offends you for any reason, please contact us according to the details below and we will try to handle your request as soon as possible:

Acum Ltd., 9 Tuval St., P.O. 1704, Ramat Gan 52117.

Email: webmaster@Acum.org.il

Phone: 03-6113400; Fax: 03-6122629