

Terms of Use

1. General

1. Welcome to **AnnieKonforty.com** (the "Site"). Please read the following Terms of Use (the "Terms of Use") carefully before using this Site.
2. The Terms of Use relate equally to both genders, and the use of the masculine gender is for the sake of convenience only.
3. The headings to these Terms of Use are solely for the sake of convenience, and shall not be taken into account in interpreting any of the provisions hereof or their validity.
4. These Terms of Use shall apply to any use and purchase that may be made by you via the Site, and shall constitute the basis for any proceeding between you and the Site unless altered/amended by the Site. Accordingly, you are requested to read these Terms of Use carefully before using the Site. If you do not wish/agree that these Terms of Use should be binding on you, you are requested not to make any use of the Site.
5. Only a person/body who is legally competent for the purpose of the Site is entitled to make use of the Site.
6. As a pre-condition to using the Site, you undertake to the Site not to make use of the Site for any illegal purpose, and for any purpose prohibited under the conditions, stipulations and notices contained in these Terms of Use.

2. Purchase of items

1. The Site reserves the right not to honor and/or to cancel orders and/or purchases which in its humble opinion and in its discretion were made contrary to the foregoing. In addition, the Site owner has the right to take all legal steps available to it against infringers of its rights.
2. The pictures appearing on the Site are intended for illustration only. The Site owner makes its best efforts in order to ensure

that the pictures will reflect the characteristics of the items that will actually be supplied. However, changes and/or inaccuracies are possible arising from graphic or technical problems, the use of computer monitors having differing resolutions, the use of different software programs, etc. It is clarified that the Site owner is not responsible for errors of any sort that may appear on the Site, including text errors, description errors, the price thereof, and so forth. The Site reserves the right to cancel an order based on an error as aforesaid.

3. The Site owner does not warrant availability in stock of any of the items presented in the Site. In the event of a purchase of an item that is not in stock, such purchase shall be cancelled and any payment charged will be fully refunded.
4. The Site owner reserves the right to cease, at any time and without sending prior notice, the sale of any item, and you hereby waive any allegation and/or demand and/or claim in connection therewith.

3. Placing of order

1. To enable the supply of a product you ordered, your order must be received and properly recorded in the Site's system, and must contain all the details required for supplying the products and for charging your account. Various reasons may cause faults or disruptions in the system recording of your purchase. If you receive a notice with regard to incorrect content in the details of your order or notice regarding a fault that has occurred in the system at the time of recording the order, we recommend that you refer to our customer service at info@gilgoren.com.
2. If at the time of placing an order you provide erroneous identification details, the Site will not be able to guarantee that the product will be supplied to you. In the event that the products are returned, as a result of incorrect details you provided, you will be liable for payment in respect of delivering and handling charges. Please be careful to fill in accurate and updated details. The submission of false personal details is strictly prohibited according to law.
3. After you have confirmed your order by using the "send" option, your order will be transferred to for execution. Commencing from the time of confirmation of the order, as aforesaid, the order cannot be altered and/or cancelled by you, except in accordance with Section 7 ("Cancellation of purchase"). Your order will be

confirmed by e-mail message which will reach your address within 3 Business Days (as defined below) from the date of the confirmation. An order which has not been confirmed as aforesaid will not bind the Site. "Business Day" – a day in which the banks in Israel are open to the public.

4. After an examination of the details of your credit card has been completed and approval has been received from the credit card company, and provided the requested item is in stock, your offer will be deemed to be executable, and the Site owner and the Site will take steps to supply the item that has been ordered.

4. Price policy

1. The price you will be charged is that indicated on the website on the date of effecting the purchase. The price is inclusive of VAT as applicable by Israeli law and excludes shipping and handling costs, which appear separately upon effectuating an order through the Site. Without derogating from the foregoing, the Site reserves the right to alter prices of items and/or services as displayed on the Site at any time without prior notice.

5. Means of payment

1. The payment for the purchase of items on the Site will be effected either through Paypal – a safe and convenient way to shop online and/or credit card. The Site owner will not honor any other means of payment. The Site owner reserves the right to alter the means of payment at any time without prior notice.

6. Supply of products

1. The time of supply in Israel for most of the items is approximately 14 working days from the date of confirmation of the order. The time of supply for items shipped out of Israel is approximately 21 working days from the date of confirmation of the order, subject to the shipping times set by the international courier. In the case of items where the estimated time of supply is longer, this will be indicated on the Site (the "Supply Times"). Calculation of the Supply Times will be according to Business Days in Israel. The Site reserves the right to alter the time frame of supplying products at any time without prior notice.

2. The various items will be delivered through the Israeli post office or by international courier, as applicable, and as indicated while placing the order, to the address you have furnished in the course of placing the order, unless otherwise stated. Products will be delivered subject to the time of supply at the Israel Post or the courier, as applicable, and subject to the normal standard and conditions of service of the Israel Post or of the courier, as applicable. It is hereby clarified that the Supply Times of products are not subject to the Site's control and you hereby declare that you will have no allegation regarding disruptions in supply.
3. If your order has not been received within the times mentioned above, you are requested to make contact via e-mail to economicclick@gmail.com

7. Cancellation of purchase and return of items

1. The Site will replace or will accept back an item that has been purchased through the Site, only in their original packaging and without any defect and/or wear and tear therein, accompanied by the original invoice.
2. Purchase can be cancelled until the elapse of 7 Business Days from the later between: (i) the date of supply; (ii) the date of receipt of confirmation. After the date mentioned above, it is not possible to cancel the transaction. Cancellation of the transaction shall be effected by way of an e-mail message to the address economicclick@gmail.com. A pre-condition to cancellation of an order as aforesaid is the return of the item to the Site owner at the following address: HAKOTZRIM 11, HERZLIA, ISRAEL. 4636011. either by you personally or by you financing the cost of fees for returning the item to the Site owner. Such cancellation will entitle you a refund in the amount of the cost of the item as was actually paid by you, less return fee of the lower of 5% of the purchase price or NIS 100. Without derogating from the generality of the foregoing, it is clarified that a product in which a personal adjustment has been made ("*Tovin Shyouzru Bimyouhad*") cannot be returned or exchanged, in accordance with the Consumer Protection Law, 1981.

8. Intellectual property

1. All the copyright and the intellectual property on the Site – including the design thereof and any software, application,

graphic file, trademark, texts, designs of products, computer codes and any other material contained therein – belongs to the Site Owner alone and/or to its content suppliers and/or business partners, as the case may be.

2. No item forming part of the Site, including details, information or software, may be copied, distributed, altered, transmitted, publicly displayed, duplicated, advertised, licensed, and no derivative works may be created or sold, and no portion of the foregoing shall be delivered to a third party without obtaining the prior written and express consent of the Site owner. The name of the Site, the domain name of the Site and the trademarks (those that have been registered and those which are unregistered) of the Site owner, are the exclusive property of the Site owner or, if they have been published on behalf of advertisers, the property of such advertisers alone. No use shall be made thereof without their prior written consent.

9. Restriction on use

1. The Site is protected under the Israeli law and the international law, including copyright and trademarks.
2. These Terms of Use do not grant rights or a license to make changes and/or adjustments on the Site and/or in the content of the Site, whether same are viewed, downloaded or accessed in any other way. The approval given to you to use the Site does not include: purchase and/or other use for commercial purposes, copying or duplicating or distribution or the production of any item in the course of using information appearing on the Site, except with the Site owner's express approval, apart from use permitted according to law.
3. You are not entitled to introduce content into the Site and/or to insert into it information or files or codes and/or to alter, damage, interfere with or impair the Site or the information existing on it or any proprietary rights of the Site Owner or of any third party. It is strictly forbidden to make improper and unauthorized uses of the Site, including the introduction of "Trojan horses", "viruses", "worms" and so forth, or the use of computer software programs that are likely to cause damage.
4. It is prohibited to display and/or advertise and/or implant into the Site and/or into websites linked to it, illegal, immoral,

threatening, lewd information or material which could constitute defamation, etc.

10. Limitation of liability

1. The Site, including the content thereof and the information appearing thereon, any link to another website appearing on the Site, are available for use “as is”, without any obligation on the part of the Site owner. Accordingly, nothing contained in the Site and/or in this document constitutes any form of representation by the Site owner, for any purpose, in regard to the reliability, conformity, appropriate timing and extent of accuracy, of the information, the software, the items, the links and the graphics which accompany the Site. Accordingly, you will have no allegation, demand or claim against the Site owner in respect of characteristics of links, the capabilities thereof, the limitations thereof or the suitability thereof to your needs and requirements.
2. Under no circumstances will any liability be imposed on the Site owner, directly and/or indirectly, and/or on an affiliated and/or associated company and/or subsidiary and/or other entities that form part of a joint venture and/or partners and/or other entities holding substantially joint control and/or any of their shareholders, employees and/or any of the Site’s various suppliers, in respect of direct or indirect damage, punitive damages, incidental, special or consequential damage, or any other damage of whatsoever nature, including, without limitation, damages in respect of the loss of use, loss of data or loss of profits, arising from or connected in any manner with use of the Site and/or the performances thereof, in a delay in using or in an inability to use the Site, in the supply or non-supply of services, including data, text, pictures, video or audio, or any information, software, link item and accompanying graphics that were obtained through the Site, or which emanate in any other manner from the use of the Site, whether this is based on the laws of contract and/or the laws of tort, absolute liability or anything else, even if the Site owner has been informed about the possibility of such damage. The Site owner will not bear any responsibility with respect to information that may be published on the Site by third parties. If you are not satisfied with any portion of the Site, or with one of the Terms of Use, the sole and exclusive remedy available to you is to cease using the Site.

3. The Site owner will bear no liability for damage caused to you, including delays in the supply of the items, as a result of events that are not under the Site owner's control, such as strikes or lock-outs, breakdowns in the computer system or in the telephone systems and/or communications systems, breakdowns in the electronic mail service, hostile acts and/or force majeure (war, earthquake, inclement weather, and so forth), events which impair or prejudice completion of the order process and/or in meeting the Supply Times. In such cases the Site owner is entitled to give notice of cancellation of the purchase, in whole or in part, and to cancel the debit against the party executing the operation.
4. The Site is likely to contain links to Internet websites that are not operated by the Site owner, but by other entities. These links are intended solely for your convenience. The Site owner has no control over these Internet websites, and it does not bear responsibility for the content appearing on them. The inclusion of these links on the Site does not constitute approval of the material appearing on them, and these links do not testify to any relationship with the operators of the aforesaid websites, and any use of such websites is solely on the user's responsibility.

11. Termination of the Agreement

1. The Site owner reserves the sole right to refuse to grant access to the Site, or to any part of it, to any user, including yourselves, in the Site owner's sole discretion and without prior notice.
2. The Site owner will be entitled to terminate the contractual arrangement with you, in its sole discretion and without giving prior notice. Upon termination of the contractual arrangement and/or the cancellation thereof, you are required immediately to cease making use of the Site.
3. The Site owner will be entitled to cease supplying services to the Site and/or to cease operating the Site, in whole or in part, in its sole discretion.

12. Law and jurisdiction

1. These Terms of Use are regulated solely according to the laws of the State of Israel.
2. You hereby agree that in any dispute arising from the use of the Site or which is connected therewith, sole jurisdiction will be

conferred on the courts in the Haifa district, and that is where exclusive jurisdiction will be.

13. Notices and addresses

1. Any notice or other document to the Site owner shall be in writing, addressed to the Site owner's address appearing in Section 7.2 above and shall be sent by registered mail. Such notice will be deemed to have been received by the Site owner upon receiving confirmation, or at the time of its delivery if delivered by hand. In any case that the Site owner does not exercise one or more of its rights in accordance with these Terms of Use will not be deemed to be a waiver or acquiescence on the part of the Site owner and will not constitute any form of estoppel against it.

14. Alteration of conditions and stipulations

1. The Site owner reserves the right to introduce changes at any time and without prior notice, in the conditions, stipulations and in the notices that apply to the use of the Site.
2. You undertake that the aforesaid alterations will apply to you and will be binding on you, immediately upon their introduction.