

Free browsing service at Masada Agreement

I Confirm

1. Any expression written in masculine form also refers to feminine form.
2. **Definitions:**
 - a) "NPA" - the Israeli Nature and Parks Authority
 - b) "Free Browsing" - free use of browsing on the internet
 - c) "Device" - computer, telephone and any electronic item through which one can freely browse the internet
 - d) "User" - a visitor at the NPA site making use of the "Free Browsing"
3. NPA allows the public visiting the site Free Browsing for the purpose of accessing websites, sending emails, chat, links, downloading software and such like.
4. The Free Browsing is done through the Device.
5. The Free Browsing will be done subject to the statutory provisions and the terms in this agreement.
6. Upon selecting the option "I confirm" the User hereby agrees that it will not freely browse the internet for acts prohibited by law. The User accepts all the terms in this agreement including the following prohibitions: unlawfully hacking a Device, obstructing or disrupting another Device, eavesdropping in regard to communication between Devices, infringing property rights (i.e. Copyrights copying, Trademarks and such like).
7. The User exempts NPA and the Service Providers for NPA of any liability deriving from damages in kind or other damages, direct or indirect, financial or not, likely to be sustained by the User or person's equipment.
8. The User declares that he is exclusively liable for the results of prohibited use by law and hereby undertakes to indemnify NPA and the Service Providers of NPA for any damage and expenses of any type sustained by NPA or by the Service Providers of NPA directly or in a third party claim as a result of use breaching the provisions in this agreement.
9. The free network can be used as is.
10. The network is intended for use by visitors to the site and solely for their enjoyment. The network does not serve for business purposes of visitors or for any commercial needs.
11. The User is aware of the fact that the communication network is open, without filters and is not controlled by any controls such as parent control or any similar filter.
12. The User is aware that browsing the websites is solely of the User's responsibility or or anyone the User shows, sends or play information to him.

13. The User hereby waives any claim for damage he may sustain as a result of hacking into malicious content or content of a Device during the course of the Free Browsing.
14. The Free Browsing service is offered by NPA through an external Service Providers. The User is aware of the fact that the service standard of the Free Browsing is contingent upon availability of the service, broadband, the number of Devices connected to the service and the overall traffic. The User is aware of the fact that the service standard and availability also depend on maintenance actions that NPA or NPA's Service Providers execute on the network. The User will not have any allegation against NPA or the Service Providers of NPA regarding the quality of the service, the network speed, disconnections or unavailability of the Free Browsing service, the network's capabilities, network limitations, correlation with expectations or an allegation pertaining to any other technical detail.
15. The User is aware of the limitations and of all the risks inherent in using an open public network and assumes all the risks associated thereto.
16. NPA will not be liable for any damage a Device sustains as a result of browsing the internet.
17. The time of use of the Free Browsing is limited to total of 3 hours per Device on a calendar day.
18. The volume of use of the Free Browsing is limited to 300 mb per Device on a calendar day.
19. As a precondition precedent to the User starting to make use of Free Browsing is feeding-in his details including email address and telephone number. The system will sent a message to the address remitted to to the Device for a verification purposes.
20. NPA may offer the User to accept a landing page and any advertising material and the User can agree or refuse to accept advertising material.
21. The User agrees that insofar as the Free Browsing services are concerned NPA and the Free Browsing Service Providers of NPA will have immunity fixed in Sections 40-41 to the Communication Law (Telecommunication and Broadcasts), 5742 - 1982.
22. The laws of the State of Israel will govern this agreement.
23. Exclusive jurisdiction in connection with this agreement is granted to the courts in Jerusalem, only.

Free browsing service at Masada Agreement_Moshe Buch

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