

CONDITIONS FOR USE OF THE WEBSITE

1. General

- 1.1 Upon your entry to the "**Tenders and Contracts**" link and/or the "**Airports Authority Tenders**" link on the website "<http://www.iaa.gov.il/rashat/he-il/Rashot>" (hereinafter referred to together as: "**the website**" or "**the Tenders Website**"), and before taking any action on the Tenders Website and/or the use of a service or information of any kind offered on the Tenders Website, you are kindly requested to read and thoroughly digest the terms and conditions of use as detailed below, including the contents of the Tenders Website, the services and the possibilities of use shown and offered through it (hereinafter: "**the Use Conditions**").
- 1.2 The Use Conditions govern the set of relations between the Airports Authority, the owner of the Tenders Website (hereinafter: "**The Authority**"), and any person and/or body that enters the website and/or makes use of it and/or information and/or services shown and offered as part of it, of whatever nature, irrespective of whether they exist on the website or whether they can be obtained through the website (hereinafter: "**the User**").
- 1.3 Accordingly, a User entering the Tenders Website and/or using a link on the Tenders Website and/or who engages in any action on the Tenders Website and/or in information and/or services, of whatever nature, shown on and/or offered on and/or through the Tenders Website, hereby irrevocably declares and warrants that he has read the use conditions and that also, in so far as he wishes to use any of the services being offered as part of it, the relevant conditions for use in respect of each of the said service, as they shall be updated from time to time, and that he agrees and undertakes to act in accordance with them without having any complaint and/or claim of any kind in relation thereto.
- 1.4 The Authority may from time to time change the Use Conditions, including and without derogating from the foregoing, the manner of operation of the services being offered on the Tenders Website, the dates and times thereof etc., and this pursuant to the provisions of any law, including the Mandatory Tenders Regulations, 5753-1993 (hereinafter: "**The Regulations**") and/or at its sole discretion. The User shall bear the responsibility for keeping himself updated at all times in respect of any change and/or adjustment that the Authority makes in the Use Conditions and the User hereby finally absolutely and irrevocably waives any claim, and shall also be precluded and estopped from raising any claim and/or demand in connection with the foregoing, including in respect of any change and/or adjustment made following the User's approval of the Use Conditions. Such a change and/or adjustment shall come into force from the date of their publication on the Tenders Website.

- 1.5 Without derogating from the foregoing, the Authority may cease the activity being carried out on the Tenders Website, either wholly or partially, temporarily and/or permanently, at any time, and this in order to carry out updates and/or upgrades and/or make corrections and/or adjustments and/or as a result of interruptions, availability and normal working order of the Tenders Website and/or by reason of any disruptions or failures in the internet network or the telephone network, of whatever nature and the User hereby finally absolutely and irrevocably waives any claim, and shall also be precluded and estopped from raising any claim and/or demand in connection with the foregoing.
- 1.6 For removal of doubt it is hereby clarified that in a case of any conflict and/or inconsistency of any kind between the Use Conditions and the provisions detailed in the documents of any specific public tender that the Authority publishes on the Tenders Website (hereinafter: "**Public Tender**") the provisions detailed in the Public Tender documents shall prevail. It is further hereby clarified for the removal of doubt, that in any case of conflict and/or inconsistency of any kind between the contents detailed on the Tenders Website and the Use Conditions (including the privacy policy conditions) the provisions detailed in the Use Conditions (including the privacy policy conditions) shall prevail.
- 1.7 It is hereby clarified that the use of the male gender in the Use Conditions is for reasons of convenience only and nothing by virtue thereof shall be construed as being prejudicial and/or giving rise to any form of discrimination.

2. **The Services**

- 2.1 The Authority will enable every User who wishes to do so, to avail himself of the services set out in detail on the Tenders Website, as updated from time to time by the Authority, all in such manner and upon such terms and conditions as shall be stipulated by the Authority at its exclusive and absolute discretion and as detailed in the Use Conditions. As of this date, the services that are being provided as part of the website include all those, as detailed in Sections 3-6 below (hereinafter together referred to as: "**The Services**").
 - 2.1.1 Joining the list of subscribers and receipt of information the distribution of which is mandatory to every subscriber in accordance with the provisions detailed for such purpose in the Regulations.
 - 2.1.2 A study of the public tender documents which the Authority publishes through the Tenders Website, all as required under the provisions of the Regulations.
 - 2.1.3 Payment of the participation fees that constitute a precondition for participation in any public tender that is published on the Tenders

Website, pursuant to the provisions of the Regulations, including receipt of clarifications in connection with such public tenders.

2.1.4 Publication of information and announcements in connection with public tenders as well as additional notifications, all as required in accordance with the provisions of the Regulations.

2.1.5 Joining the list of classified proposers *inter alia* for the purpose of participation in closed tenders and in procedures in relation to competitive requests for the receipt of proposer.

2.2 For the removal of doubt, it is hereby clarified that the Use Conditions of the Tenders Website and for the receipt of services, requires the User to signify his explicit agreement to the Use Conditions (including the privacy policy), and in addition, subject to authorization for the use of the Tenders Website and the provision of services in accordance with it, the performance of all the User's obligations at such dates and times and on such conditions as are stipulated in the Use Conditions.

2.3 Cancellation of the Services

The Authority shall be entitled to cancel the provision of any of the services and/or to delay supply of the services to the User, in any case in which the User has not fulfilled and/or has committed a breach of some or all of his obligations as detailed in the Use Conditions, and this without derogating from any other right available to the Authority under these conditions, as aforesaid, and/or under any law, and without derogating from the Authority's rights as detailed above in Section 1.4.

3. List of Subscribers

3.1 Pursuant to the provisions of sub-regulation 15(e) and sub-regulation 15(f) of the Regulations, the Authority shall allow any User who wishes to do so, to join a list of subscribers which the Authority starts keeping through the Tenders Website, commencing from June 1, 2009.

3.2 A User who has been included in the list of subscribers and has fulfilled his obligations under the Use Conditions will be entitled to receive information from the Authority, the distribution of which is mandatory to every subscriber in accordance with the provisions set out for such purpose in the Regulations, and this direct to an email address which shall be fed in by the User on the date of his joining the list of subscribers (subject to the correctness of such email address) and subject to the other limitations of liability specified in the Use Conditions.

- 3.3 Joining the list of subscribers does not involve any payment but only a registration process that is prescribed as part of joining, including completion of a joining form in accordance with the instructions appearing on the Tenders Website under the link entitled "Joining the List of Subscribers" (hereinafter: "**The Registration**").
- 3.4 As part of the registration process, the User will be required to complete, in the spaces designated for such purpose, personal information that is defined as "Compulsory") and which is marked for that purpose by an asterisk (*) namely: name and email address. In addition, the User may complete in spaces designated for such purpose personal information that is defined as "Authority" and which is not marked with an asterisk (*) such as: corporate name/authorized dealer, company/identity card number, full address, telephone number, mobile telephone number, fax number, reason for registration, areas of interest. It is clarified that completion of the Authority spaces does not confer any advantage on the User over other subscribers, nor does it entitle the User to the sending/receipt of notifications by means other than those expressly specified as part of the Use Conditions.
- 3.5 As an integral part of the process of registration on the site and as a condition for the provision of services, the Authority may verify the identity of the User in accordance with the information furnished to it by the User .
- 3.6 Upon completion of registration, a return email will be sent to the electronic mail address under which the User was registered during the registration process, with the addition of a request for confirmation of the registration request by the User. Upon confirmation of the registration request by the sending of a return email by the User, the User will be joined to the list of subscribers.
- 3.7 The User may at any time request his removal from the list of subscribers in accordance with the directions appearing on the Tenders Website under the link entitled "removal from the list of subscribers" (hereinafter: "**Removal of Registration**").
- 3.8 The User hereby declares that he has been informed that his actual inclusion as part of the list of subscribers or his removal from the list of subscribers will take place within one business day after the time of completion of the registration process or the removal of registration as required, as the case may be.
- 3.9 **The Authority shall not under any circumstances and in any way be liable for any damage and/or mishap and/or loss and/or expense and/or payment, of whatever nature, that is caused to or incurred by the User and/or to any person acting on his behalf and/or that the User has sustained because of any error and/or mistake and/or deletion of any kind that has occurred either directly or indirectly, connected with the services being supplied by**

the Authority under this Section 3, and the User hereby irrevocably waives and shall also be precluded and estopped from raising any argument and/or claim in relation thereto. Nothing in the contents of this Section shall be construed as derogating from the terms of the limitation of liability specified below in Section 9, and from the remainder of the Authority's rights under the relevant public tender documents and/or under the Use Conditions and/or under the provisions of any law.

4. Study and Printing-Out of Public Tender Documents

- 4.1 Pursuant to the provisions of sub-regulation 17(a) of the Regulations, the Authority shall allow any User who wishes to do so, to study the Public Tender Documents which the Authority publishes on the Tenders Website, by pressing the relevant link bearing the name of any Public Tender. The User may also print out the Tender documents and also, in circumstances in which he has elected to participate in the Public Tender, through them to submit his bid for the Tender in accordance with the provisions specified for such purpose in the Tender Documents.
- 4.2 A study of the Public Tender Documents that are published on the Tenders Website and printing them out does not entail any payment, and this without derogating from the provisions of Section 8.9 below.
- 4.3 A study of the Public Tender Documents and printing them out, will be correspondingly permissible additionally also at the offices of the Authority, in accordance with and subject to the provisions detailed for such purpose in notification of the relevant Public Tender that is published on the Tenders Website, pursuant to the provisions of Regulation 15 of the Regulations under the link entitled "Logistic Announcements" or "Trade and Business Development Announcements" (hereinafter together referred to as: "**The Authority's Announcements**"). The Authority may collect a payment for printing of the Tender Documents at the Authority's offices, at the tariffs charged by the Authority from time to time.
- 4.4 **By his approval of the Use Conditions, the User hereby declares and undertakes, finally absolutely and irrevocably, that he is aware that a study of the Tender Documents and the printing thereof does not *per se*, in any form or manner, permit participation in a Public Tender. Participation in the Public Tender will only be permitted after payment of "The Participation Fee" in accordance with the instructions appearing on the Tenders Website under the link entitled "Payment for Participation of Tender", or at the offices of the Authority, all in accordance with the provisions of Section 5 below. The User shall bear exclusive and full liability for any damage and/or loss and/or expense and/or deficiency of any kind whatsoever that he bears as a result of not strictly adhering to the provisions of Section 4.3 herein, and he hereby finally, absolutely and**

irrevocably waives, and further shall be precluded and estopped from raising, any argument and/or claim of any kind in relation thereto. Nothing in the provisions of this Section shall be construed as derogating from the limitation of liability specified below in Section 9, and from the remainder of the Authority's rights under the relevant Tender Documents and/or under the Use Conditions and/or under the provisions of any law.

- 4.5 A study of the Public Tender Documents and the printing thereof, on the Tenders Website and in the Authority's offices, shall be allowed during the period allotted by the Authority for any Public Tender, pursuant to and subject to the provisions that are set out in detail for such purpose in the Authority's announcement of the relevant Public Tender. The Authority may at any time and at its exclusive discretion, change the period of time specified for the study and printing of the Tender Documents, and by virtue of his approval of the Use Conditions, the User hereby fully, finally and irrevocably waives and further shall be precluded and estopped from raising, any argument and/or claim of any kind in relation thereto.
- 4.6 Any clarification and/or change and/or update that is distributed as part of the Public Tender shall also be attached as an integral part of the Tender Documents that are available at the offices of the Authority and on the Tenders Website, so that any person shall be able at any time to study the Tender Documents as well as any clarification and/or change and/or update that is distributed as part of the Tender as at the date of such study.
- 4.7 The Authority wishes to notify the Users that it may be that some of the Tender Documents will not be made available for study by the public on the Authority's Tenders Website, this being for various reasons which the Authority shall decide at its exclusive and absolute discretion. A User who wishes to participate in the relevant Public Tender will be required to submit the aforementioned Tender Documents as part of the bid, and this as a condition for participation in the Public Tender. Notification of partial publication of the Public Tender documents shall be given in due form in the Authority's announcement of the relevant Public Tender.

Every User shall be charged with complete and absolute responsibility for studying a notification of the relevant Public Tender, and in so far as the User is interested in participating in the Public Tender, with studying and receiving the said Tender Documents in such manner and at such times as are stipulated for such purpose in the said notification.

- 4.8 For removal of doubt, it is hereby clarified that the User may not, under any circumstances and in any way, make any change of any kind in the Public Tender Documents (including any clarification published as part of it). Without derogating from the foregoing, it is hereby clarified that the written duplicate copy of the Public Tender Document (including any clarification published as

part of it), that is deposited in the Authority's Tenders Box, is exclusively and absolutely the binding copy for the purposes of any relevant Public Tender. A copy of the documents which the User prints through the Tenders Website, or which the User has received at the Authority's offices, shall not be construed as constituting a substitute for and/or taking precedence under any circumstances and in any way over the binding version of the written duplicate copy of the documents of the relevant Public Tender (including any clarification published as part of it), that has also been deposited in the Authority's Tenders box.

5. **Participation in a Public Tender and Payment of Participation Fees**

- 5.1 Participation in a Public Tender entails the payment of participation fees of an amount specified for such purpose in the Public Tender documents and in the announcement of the relevant Public Tender. **A study of the Tender Documents and the printing thereof, as detailed above in Section 4, shall not, *per se*, under any circumstances and in any way, facilitate participation in a Public Tender.**
- 5.2 Any User wishing to participate in a Public Tender will be able to pay the participation fee personally and/or through his representative, in accordance with the instructions appearing on the Tenders Website under the link entitled "Payment for Participation in Tender" (for any relevant Tender), or alternatively at the Authority's offices, in such manner and at such times as are detailed for such purpose in the announcement of the relevant Public Tender. **The participation fees are not refundable under any circumstances, except where otherwise and explicitly provided in the documents of the relevant Public Tender or in the Use Conditions.**

As of this date, payment of fees for participation in tenders in respect of which the participation fees exceed NIS 15,000 (including VAT) shall be paid at the Authority's offices only in such manner and upon such conditions as are specified in the Tender Documents and in the announcement of the relevant Public Tender.

- 5.3 Payment of the Participation Fees on the Tenders Website and at the Authority's offices will be possible during the period that has been specified by the Authority for any Public Tender, pursuant to and subject to the provisions set out in detail for such purpose in the announcement of the relevant Public Tender. **The process of payment of the participation fees must be completed in its entirety and prior to the last date which the Authority has specified for payment of the participation fees.**

The Authority may at any time and at its exclusive discretion, alter the period of time specified for payment of the participation fees, and by his approval of the Use Conditions, the User hereby waives finally, fully and irrevocably and shall

also be precluded and estopped from raising, any argument and/or claim of any kind in relation thereto.

- 5.4 Payment shall be made by credit card and/or any other means of payment approved by the Authority. It is hereby clarified that in so far as payment is made by a credit card, details of the credit card will not be retained, after approval of the payment, in the Authority's data bank.
- 5.5 As part of, and for the purposes of payment of the participation fees, the spaces designated for such purpose must be completed with personal information defined as "Compulsory" and marked for such purpose by an asterisk (*) namely: identity card/company number, business name, name of contact person and details of any contract with him, business address, electronic mail etc. If the participation fees have been paid at the offices of the Authority, all the said particulars shall be furnished at the time of payment.
- 5.6 For the purpose of payment of the participation fees, it is possible that the Authority will be using computerized systems and internet sites of third parties, including in this regard, the Government payments server. By his approval of the Use Conditions, the User agrees to the foregoing and empowers the Authority to facilitate payment of the participation fees through third parties, as well as the furnishing of such information as is required for such purpose, as furnished by the User and/or by his representatives, to such third parties.
- 5.7 The Authority shall send, to the address quoted in the context of the provision set out in Section 5.5 above, an invoice for the participation fee, it being rubber stamped on behalf of the Authority by the Authority's representative to whom the participation fee was paid. In addition the Authority, through the Tenders Website, shall issue a certificate as to payment of the participation fee.
- 5.8 The User must attach to his bid, the invoice received in accordance with Section 5.6 above or a certificate as to the payment of the participation fee, as issued through the Tenders Website.
- 5.9 Following payment of the participation fee the Authority may, without being under an obligation to do so, all at its exclusive and absolute discretion, send to the User who has paid the participation fee, either personally and/or through his representative, and who has furnished his details as necessary, any clarification and/or change and/or amendment and/or update that the Authority will be making in the tender documents, either on its own initiative and/or as a response to questions of participants in the tender, and this irrespective of whether they were published before or after the date of payment of the participation fee. A clarification and/or change and/or amendment and/or update shall be sent to the relevant participants by online means and/or by fax and/or in any other way that the Authority shall choose to do so, at its exclusive and absolute discretion. The

Authority may send a clarification and/or change and/or amendment and/or update by various means, to various Users, in the same Public Tender.

5.10 Notwithstanding what is provided above in Section 5.9, it is hereby clarified that any clarification and/or change and/or amendment and/or update made by the Authority, either on its own initiative and/or in answer to questions of participants in a tender, shall be published on the Tenders Website of the Authority. Publication of a clarification and/or change and/or amendment and/or update, through the Tenders Website shall be deemed for all intents and purposes, to have been brought to the attention of each of the Users, and in any event the Users shall bear the full and exclusive responsibility for keeping themselves updated at all times with regard to the existence of any clarification and/or change and/or amendment and/or update, independently of the Authority's practices, and in the context of the foregoing, for submitting their bids after having duly weighed any such clarification and/or change and/or amendment and/or update, and they hereby irrevocably waive and shall also be precluded and estopped from raising, any argument and/or claim of any kind in relation thereto.

5.11 The Authority shall not under any circumstances and in any way be liable for any damage and/or mishap and/or loss and/or expenses and/or payment of any kind, caused to or incurred by the User and to any person acting on his behalf and/or that lies with the User and/or any person acting on his behalf, due to any error and/or mistake and/or omission, of any kind, caused either directly and/or indirectly in connection with the furnishing of details specified above in Sections 5.4-5.5, including in this regard: due to a failure in reception of details of the User and/or his representative that were furnished in the context of payment of the participation fees and/or because of any other failure that has occurred in connection with payment of the participation fees, and the User hereby irrevocably waives and shall also be precluded and estopped from raising, any argument and/or claim of any kind whatsoever in relation thereto. Nothing in the provisions of this section shall be construed as derogating from the limitation of liability specified below in Section 9 and from the remainder of the Authority's rights under the relevant tender documents and/or under the Use Conditions and/or under any law.

6. Publication of Notices on the Tenders Website

6.1 In accordance with the provisions specified for such purpose in Regulation 24A (a) of the Regulations, the Authority will allow any User that wishes to do so, to enter the Tenders Website and study free of charge, various notices that the Authority publishes on the Tenders Website and in respect of which the Authority is under an obligation to do so pursuant to the Regulations.

- 6.2 As part of the notices specified above in Section 6.1 the Authority shall publish, *inter alia*, clarifications and/or changes and/or amendments and/or updates to the Public Tenders and the provisions of Sections 5.9-5.11 shall apply in relation thereto.
- 6.3 Pursuant to the provisions of Regulation 24B (d) of the Regulations the Authority shall provide assistance for Users in respect of the computer-related aspects that are necessary for the purposes of reading the notices that have been published on the Tenders Website and for such purpose only.

In order to obtain such assistance, on Sundays to Thursdays (with the exception of national holidays and festivals, the eves thereof and on other Authority non-working days), the Users can contact Ms. Ayelet Avidan between 9AM and 4PM, by telephone at 03-9750075.

7. **Lists of Classified proposers**

- 7.1 Pursuant to Regulation 16 of the Regulations, the Authority shall through the Tenders Website, maintain lists of classified proposers, prepared according to various types of expertise that are compatible with the needs and activity of the Authority in various spheres, as shall be determined at its exclusive discretion (hereinafter: "**Lists of proposers**"), to the effect that the Users that have been so classified by the Authority, to participate in closed tender procedures as well as procedures that are open to competition for receipt of bids that relate to spheres of expertise in relation to which the list of proposers have been prepared (hereinafter together referred to as: "**the Contract Procedure**"), and all subject to the existing contract procedures in the Authority and subject to the other provisions specified for such purchase in the Regulations.
- 7.2 **It is hereby expressly clarified that all the old lists of proposers which the Authority made use of under the transitional provisions prescribed as part of the amendment, were cancelled with effect from February 8, 2001. Accordingly, commencing from February 9, 2001 a User may participate in any of the contract procedures (if and to the extent that they are being conducted by the Authority), solely to the extent that such a User is classified and has actually been included as part of the list of relevant proposers.**
- 7.3 A User who wishes to be included in one of the lists of proposers shall enter the link bearing the name "**the contract categories and submission of an application for inclusion on the lists of proposers**" and thereafter the link bearing the name "**for inclusion on the list of proposers click here**". The User will be able to examine the relevant sphere of expertise of the list of proposers in which he wishes to be included by entering the link bearing the name "**description and requirements**". The spheres offered by the Authority, as

updated from time to time, will be detailed under the heading "**display and selection of contract categories**".

- 7.4 Following selection of the relevant sphere of expertise and in order to join the list of proposers, the User should enter the link bearing the name "**Registration**" in the relevant sphere of expertise.
- 7.5 As an integral part of the application process the Authority may verify the identity of the User in accordance with information furnished to it by the User. If the User is registered on the website he will initially be asked to identify himself by typing a "**deductions/authorized dealer file**" number and to also type in "**the password**" in the spaces designated for such purpose on the page bearing the title "**identification**" and in the "**entry for proposer in possession of password**" category. If the proposer is not registered on the website, the bidder will be asked to initially register for the site, *inter alia*, in order to receive the password, and this by means of typing in a "**deductions/authorized dealer file**" number and typing in an addition of lettering (CAPTCHA) in the spaces designed for such purpose on the page bearing the title "**identification**" and in the "**entry of new proposer (who wishes to join the list of proposers for the first time)**" category. After sending the said details, the password will be sent to the e-mail of the User's feed by which the User will be able to identify himself in order to submit an application for inclusion in the list of proposers.

Every User may at any time restore/change a password/e-mail on the pages respectively bearing the titles of "**restoration/change of password/ proposers e-mail**", in accordance with the instructions specified therein.

- 7.6 The User, through the Tenders Website and in accordance with the conditions specified as part of it, shall submit an official request to the Authority pursuant to which he requests to be included in the list of proposers in the relevant sphere of expertise. As part of such request, the User shall attach any relevant information, detail and document and shall also strictly comply with all the other conditions and provisions required on the website for the purpose of completing the application process in the relevant sphere of expertise (hereinafter respectively referred to as: "**the Classification Conditions**" and "**the Application Process**"). Following assimilation of the said information and documents the User shall type in the link bearing the name "**send**" in order to dispatch his request to join the list of proposers. It is clarified that participation in the Application Process does not entail a payment.
- 7.7 Upon completion of the Application Process as required and dispatch of the request, a computerized confirmation will be received as to receipt of the application by means of the following caption: "**Your details have been successfully been received. Your inclusion in the list of classified proposers will be examined by the Tenders Committee and notification of its decision**"

in connection with it will be sent to you in the future", and this without derogating from the provisions of Section 7.9 and 7.12 below.

- 7.8 A User who wishes to be included in several lists of proposers will be required to complete the Application Process in respect of each of the relevant spheres of expertise, and in addition, to meet the classification conditions stipulated on the site in respect of each sphere of expertise.
- 7.9 It is hereby clarified that a User that does not complete the Application Process as required and including in general in respect of the foregoing, does not attach and/or furnish as required all the information and documents that are necessary as part of the relevant Application Process - will have his Application disqualified outright and it will not be considered, and all this without derogating from the full and exclusive power of the Authority to apply to any of the Users in order to obtain clarifications and/or in order to request the completion of additional details as a condition for examining the User s request, all at the exclusive and absolute discretion of the Authority. For removal of doubt it is hereby clarified that nothing by virtue of confirmation of completion of the Application Process *inter alia*, by means of the caption "**your details have been successfully received**" shall be construed as constituting documentary proof and/or confirmation of any kind as to the propriety of the Application Process as completed by the User.
- 7.10 The lists of proposers will be updated half-yearly in January and July each year or at such other time as the Authority shall direct in the website (hereinafter together referred to as: "**the updating times**"). The User must complete the Application Process in full in accordance with the instructions detailed on the website, no later than the date stipulated for doing so in the relevant Application Process (hereinafter: "**the last date for submitting an application**"). In the case of a User who duly completes the Application Process after the last date for submitting an application, his application will be considered in reference to a revised date following the updating time nearest to the application date.
- 7.11 After the last date for submitting an application the Authority shall examine the applications of Users that have been duly submitted and in time, and shall also make a decision prior to the date of the next updating time with regard to the classification and inclusion of the User in the relevant list of proposers. The Authority's decision will be sent to the User at such time and by such means as shall be decided by the Authority from time to time and at its exclusive and absolute discretion. It is hereby clarified that only a User who, in the exclusive and absolute discretion of the Authority, complies as required with all the classification conditions, may be included in the relevant list of proposers.
- 7.12 The Authority may, without being under an obligation to do so, at any time and at its exclusive and absolute discretion, change and/or revise the classification conditions and/or the Application Process and/or split up and/or consolidate the

spheres of expertise and/or the new lists of suppliers and/or create new and/or supplementary spheres of expertise and lists of suppliers. Where the Authority has exercised any of its aforementioned rights, the Authority may remove a User who has been classified in a new list of proposers and/or relocate him to a different and/or updated and/or new list of proposers, and this even without notifying the User. In addition it may, in as much as the Users do not meet the new and/or updated classification conditions as aforesaid, require further information and documents from them as a condition of them remaining on any of the aforementioned lists of proposers, all at the exclusive and absolute discretion of the Authority.

Without derogating from the generality of what is stated above in Section 7.12, the Authority may validate a User remaining on a list of proposers and/or make its renewal subject to certain conditions, and including requiring at any time from the proposers, up to date details and documents as to their compliance with the classification conditions and/or updated and/or new classification conditions, and this as a condition for them remaining on a list of suppliers, all at the exclusive and absolute discretion of the Authority and without being required for such purpose to issue any notification to the Users. Without derogating from the generality of the foregoing, the Authority may at any time at its exclusive and absolute discretion, remove a User from a list of proposers in so far as to the best of its understanding he is not meeting any one of the individual classification conditions and this without it being required to give any notification to the User in this regard.

- 7.13 It is hereby finally, fully and irrevocably clarified that nothing by virtue of submission of an application *per se* and/or participation in an Application Process shall be deemed to constitute ratification of the classification of the User as part of the new list of proposers. Only a User who has received the Authority's explicit approval will be included in the relevant list of proposers and subject to the terms of such approval. It is further clarified that the inclusion of the User in a list of bidders does not constitute any assurance and/or commitment on the part of the Authority to the User being a party in the contract process and/or in any process conducted by the Authority (if any). The manner and terms of the User s' participation in the contract processes and the dates thereof shall be determined by the Authority and at its sole discretion from time to time, and in reference to each individual contract process. It is further hereby clarified that the Authority may make participation of Users who are included in the new list of proposers, subject to preconditions and to additional conditions which have been set in the context of each individual contract process, all at the exclusive and absolute discretion of the Authority.
- 7.14 If a change has occurred in information and/or in documents and/or in other details concerning a User, whether as part of the Application Process or on a date after classification of the User on a list of proposers, it shall be the sole and complete responsibility of the User to update such information documents and

details, and this by means of detailed instructions on the Tenders Website under the link entitled "**updating the proposers details**".

7.15 It is hereby clarified that the Authority may at any time delete each of the Users from one or more list of proposers, pursuant to the provisions of the law and for such reasons as the Authority shall prescribe for such purpose at its exclusive and absolute discretion. Notification as to deletion of a User from a list of proposers shall be sent to the User at such time, in such manner and on such conditions as shall be stipulated by the Authority.

7.16 The User may at any time, request his deletion from one or more list of proposers in accordance with the instructions appearing on the Tenders Website under the link entitled "**removal from the list of proposers**".

7.17 The list of proposers updated as of the previous business day shall be open for the scrutiny of Users at any time on the Tenders Website under the link "**the classified list of proposers**".

7.18 **The Authority shall not under any circumstances and in any way be liable for any damage and/or mishap and/or loss and/or expense and/or payment, of any nature, caused to or incurred by a User and/or to any party acting on his behalf and/or that lies with the User, due to any error and/or mistake and/or omission of any kind or nature that has been caused in direct and/or indirect connection with the services being provided by the Authority under this Section 7, including because of a flaw and/or defect in details and in information that the User has furnished as part of the Application Process, and the User hereby irrevocably waives and shall also be precluded and estopped from raising, any argument and/or claim of any kind in relation thereto. Nothing in the provisions of this section shall be deemed to derogate from conditions as to limitation of liability specified below in Section 9, or from other rights of the Authority under the documents pertaining to the contract processes and/or under the Use Conditions and/or under the provisions of any law.**

8. **The Privacy Policy**

8.1 The Authority respects the privacy of the Users who enter the Tenders Website and/or those using the various services being offered as part of it. The purpose of the terms and conditions detailed in the privacy policy, which constitute an integral part of the Use Conditions, is, *inter alia*, to review the manner in which the Authority uses the information furnished to it by the User's on the website and/or that it has collected at the time of use of the website, including as part of the process of the Users joining the list of subscribers and/or for the purpose of their joining as participants in public tenders by payment of the participation fees as well as the manner in which the User makes use of the information found on the Tenders Website and to which the User is exposed through it.

- 8.2 **It is hereby clarified that the User is under no legal obligation to furnish any material in connection with the provision of any of the services and further that the furnishing of information is dependent on the wish and agreement of the User.**

Nevertheless, completion of "the mandatory" spaces in the registration process for some of the services (list of subscribers and fees for participation in public tenders) constitutes an essential condition for use of the said services.

- 8.3 The User hereby declares and undertakes that all such information as shall be furnished and/or updated on the Tenders Website, including and without derogating, in relation to the relevant services being offered as part of it, is true, credible and accurate and also that he has carried out the registration and/or has furnished the information for and on his own behalf only and not for and/or on behalf of third parties, except in cases in which he has been authorized to do so, expressly, under the Use Conditions, and/or in accordance with the relevant registration/joining, of and in services. The information that the User has furnished as well as additional information that has been accumulated about him shall be kept on the Authority's data base and shall be used in accordance with this privacy policy and pursuant to the provisions of any law.
- 8.4 The Authority may make use of information furnished to it by the User at the time of registration for receipt of any of the services and/or of additional information that has been accumulated about the User in the course of use of the website in order to improve, enhance or change the services being offered on the website and also in order to update the User as to additional services being offered by the Authority, its representatives and/or by third parties, *inter alia*, under the provisions of any law, and provided that in such a case the Authority shall not intentionally give the personal details of the User to such third parties, and without anything in the foregoing being construed as derogating from the provisions of Section 5.6 above. In addition, the Authority may make use of the information for statistical purposes, for its exclusive needs and/or by transmission of it to third parties, this being subject to the information being transmitted not identifying the User by name and/or details of his identity.

8.5 Delivery of Information to a Third Party

The Authority shall take reasonable steps to preserve the User's privacy pursuant to the provisions of the Protection of Privacy Law, 5741-1981 (hereinafter: "**The Protection of Privacy Law**") as well as in order to prevent the transfer of such information to third parties (in so far as there are in such information details through which it is possible to identify the User) and this with the exception of the following cases:

- 8.5.1 At the User's request (in so far as the consent of the Authority has been obtained for such purpose) and/or with his express agreement.
- 8.5.2 In any case in which the User has committed a breach of the Use Conditions and/or in cases in which the User and/or any person acting on his behalf has engaged in acts or has attempted to engage in acts, by means of the Tenders Website and/or in connection with it, that are contrary to the provisions of the Use Conditions and/or the provisions of any law.
- 8.5.3 Because of a judicial order ordering the Authority to deliver the information to third parties.
- 8.5.4 Due to any dispute, argument, claim, demand and/or legal proceedings that are conducted between the User and/or his representative and the Authority and/or its representative.
- 8.5.5 In any case in which the Authority believes that delivery of the information is essential in order to prevent damage to the property and/or person of the Authority, the User and/or third parties.
- 8.5.6 In a case in which the Authority has transferred and/or assigned to a third party, its operation and/or its rights and obligations *vis-à-vis* the User, to third parties, in connection with the Tenders Website and provided that such third parties have accepted personal responsibility for the provisions detailed in this privacy policy.

8.6 The Contents and Websites of Third Parties

- 8.6.1 The Authority is likely to allow third parties to conduct a set of various advertisements on the Tenders Website and also to assimilate on the site and/or refer the User, through the site, to sites of third parties (either with or without the knowledge of the User) and/or to the contents and/or services of any kind, being presented and/or offered on third party sites and/or to a User of the sites of third parties for the purpose of the provision of any of the services (either with or without the User's knowledge, including as detailed above in Section 5.6). The contents, services, articles, announcements and/or advertisements which the User views when visiting the Tenders Website as well as websites to which such contents, articles, announcements and/or advertisements are linked and/or through which any of the services are provided, located on the computers of such third parties and falling within their entire and exclusive responsibility in accordance with the Use Conditions and privacy policy on such sites, which shall not in any circumstances derogate from or prejudice provisions of the Use Conditions in relation

to the Tenders Website and/or the rights of the Authority pursuant thereto.

The User therefore hereby declares and undertakes finally, fully and irrevocably that the Authority shall not under any circumstances and in any way bear any liability of any kind, express or implied, and the User hereby waives and shall also be precluded and estopped from raising, any argument and/or demand and/or claim of any kind in respect of any damage and/or loss and/or payment and/or expense of any kind caused or to or incurred by the User and/or borne by the User in direct and/or indirect connection with the sites, third parties and/or the use thereof, including in relation to the contents, articles, announcements and/or advertisements contained on the sites of third parties (*inter alia* in respect of the use being made by such third parties of 'Cookies') and/or in connection with sites used for the purpose of providing any other services (including due to a delay in and/or abstention from completing the process of payment of the participation fees). A User having sustained any damage and/or loss and/or having borne any payment and/or expense as aforesaid, shall refer any complaint and/or claim directly to and against the said third parties and only against them.

- 8.6.2 For the removal of doubt it is hereby clarified that any expert opinion, expression of opinion, advice, declaration, proposal, information, service and/or any content of third parties and/or their representatives, appearing on and/or being offered to a User on and/or through the Tenders Website in any way, including by referring the User to sites of third parties (*inter alia* for the purpose of paying the participation fees) and/or by presentation of contents, articles, advertisements and/or services of any kind, are those of such third parties and/or their representatives and the Authority is not involved in their creation, editing and/or activation. Without derogating from the foregoing, the User hereby declares and undertakes that the Authority is not responsible for the application of and/or results of the activities undertaken as part of the internet sites of third parties and/or for them being correct, complete, or for their reliability, veracity, applicability and/or the consequences of such contents, articles, announcements and/or advertisements presented by third parties on the Tenders Website and/or through it and/or for any other information shown on sites of third parties or those of their representatives and/or for the services offered on them, including the use that is made of such bodies by 'Cookies'. Any entry to a site of third parties (with or without the User's knowledge) and/or to announcements and/or articles and/or advertisements and/or to contents and/or to sites and/or services linked to them, including the use of such sites for the purpose of registration and for payment of participation fees and for the purpose of using information published on such sites or in the services being offered on them, is at the sole responsibility of the User and the

User shall have no argument and/or claim against the Authority in relation thereto.

8.6.3 For removal of doubt, the User hereby declares and undertakes that he is aware that the Tenders Website, including any information and notification that is sent through it to the User, is being operated and run subject to his express agreement given for such purpose and in accordance with the liabilities imposed on the Authority in the regulations. Accordingly, management of the Tenders Website and the sending of information and notifications in accordance with the Use Conditions shall not under any circumstances or in any way be deemed the sending of an advertising item pursuant to the provisions of Section 30A of the Communications Law (Telecommunications and Services), 5742-1982 (hereinafter: "the Communications Law") and no liability and/or obligation shall be imposed on the Authority *vis-à-vis* the User in direct and/or indirect connection with the Communications Law and the User hereby finally, absolutely and irrevocably waives and shall be precluded and estopped from raising against the Authority, any argument and/or claim and/or demand of any kind in relation thereto.

8.7 Protection of Information

The Authority assimilates and applies on the Tenders Website, information technology and procedures for the protection of information. The Authority, however, clarifies that it does not warrant that the services on the website will be conducted as required without any interruption and/or that the Tenders Website will be completely immune from unauthorized access to and/or penetration of the Authority's data bases and that the User is aware that the Authority will not bear liability for any damage and/or loss, whether direct or indirect, that is caused as a result thereof.

8.8 Right of Scrutiny of Information

The User shall be entitled, either in person or by an authorized representative who has been empowered in writing by his administrator, to scrutinize information that has been delivered to the Authority, as well as to update, change and/or amend any such information, and all in accordance with the provisions stipulated for such purpose in the Protection Privacy Law. A User that has scrutinized information about himself and has found that it is not correct, complete, clear or up-to-date, may apply to the Authority requesting correction of the information and/or its deletion. The Authority shall notify the User of its refusal to comply with the User 's request in accordance with the provisions set out in detail for such purpose in the Protection of Privacy Regulations (Conditions for Scrutinizing Information and Legal Procedures in an Appeal against Refusal of an Application for Scrutiny) 5741-1981

(hereinafter: "**The Regulations**"). The User may appeal to a Magistrates' Court against the Authority's refusal to permit a User to scrutinize information as aforesaid and/or against the Authority's refusal to correct or delete information at the User's request, in such manner and form as have been specified for such purpose in the Regulations.

8.9 Ownership of Intellectual Property Rights

8.9.1 All intellectual property rights including copyright, distribution rights, trade secrets and any other intellectual property *inter alia* in connection with the information and services situated on the Tenders Website including and without derogating, illustrations, pictures, graphics, software applications, graphs, musical tone, the computer code and other software programs are exclusively owned by the Authority or in a case in which they are shown on the site and/or through the site by third parties - the property exclusively of such third parties, and the User will have no title to them whatsoever (hereinafter: "**The Protected Elements**").

8.9.2 The User is prohibited from making any change, or from copying, duplicating, translating, redistributing, transmitting, publishing, selling or otherwise marketing the Protected Elements, either wholly or partially without the Authority's consent if and when it is given for such purpose, in advance and in writing (hereinafter: "**Prohibited Uses**").

8.9.3 Without derogating from what is stated above in Section 8.9.1, it is hereby clarified that the name of the "iaa" domain and its different variations, and the names that represent the Authority and its services, are the exclusive property of the Authority and that Prohibited Uses shall not be made of them.

8.10 The Authority may from time to time vary the provisions of this privacy policy. In any case in which material changes are made in this policy in respect of provisions that concern the use of personal information that the User has furnished, notice to this effect shall be published only on the home page of the Tenders Website.

9. Limited Liability

9.1 The Authority shall provide the User with the services as described in the Use Conditions. In any case in which the Authority does not succeed in supplying the User with the services specified above in Sections 3-4 and 7, for any reason, including due to an act and/or omission of the Authority, or in a case in which the Authority's request to change and/or cancel the services under the provisions of Section 1.4 above to the effect that it will be incapable of supplying the User with the services as required of it under the Use Conditions, the User will not

be entitled to any compensation and/or indemnification of any kind in relation to the above, and he hereby fully and irrevocably waives and shall be precluded and estopped from raising, any argument and/or claim of any kind in relation thereto.

In any case in which the Authority does not succeed in supplying the User with the service specified above in Section 5, for any reason arising directly from a negligent act and/or omission of the Authority in the aforesaid circumstances which prevents the User from participating in the relevant public tender, in that event without derogating, in all the cases specified below in Section 9.3, the User will be entitled to a refund of the participation fees he has actually paid to the Authority and which the Authority has actually received, and this as complete full and final compensation for any damage and/or loss and/or expense caused to or incurred by the User due to non-supply of the service and his being prevented from participating in the relevant public tender. The User hereby declares and undertakes that apart from a refund of the participation fees as specified above, he shall not have any claim and/or demand of any kind against the Authority and/or any of its representatives in connection with non-supply of the service.

- 9.2 The User is aware that the services and everything pertaining to them are being supplied by the Authority "as is" and subject to them being available "as available". The User hereby declares and undertakes that he is exclusively and fully responsible for any use that he makes of the services or of the information situated on the Tenders Website, and that he is aware that the Authority is neither directly nor indirectly responsible for any use that he makes of such services or information.
- 9.3 With derogating from the Authority's rights under Section 9.1 above, the Authority and/or its representatives will bear no liability whatsoever for direct or indirect damage and/or loss, including ancillary, consequential, incidental damage or punitive compensation, including compensation for loss of work and business, loss of profits, work stoppages and interruptions, loss of and/or mislaying of business information, damage to goodwill, as well as for any other financial loss and/or damage arising from and/or in connection with, *inter alia*: (1) the User 's ability to derive a benefit from the use of the Tenders Website and compatibility of the services with the User's requirements; (2) circumstances that are not within the Authority's control or which the Authority could not have foreseen; (3) use of or reliance on information and contents published on the site, including by third parties; (4) any act and/or omission occurring in the information or in the details which the User has furnished to third parties; (5) interruptions, availability and normal working of the Tenders Website and/or of the services, stemming from stoppages or failures in the internet network or the telephone network and/or overloading of email traffic; (6) damage or loss caused as a result of an error, mistake, inaccuracy etc. in the contents of the information that the User has furnished on the Tenders Website;

(7) without derogating from all the foregoing, any damage or loss which the Authority could not foresee and/or prevent by reasonable means.

9.4 For removal of doubt it is hereby clarified, that the Authority shall not bear any liability for discrepancy, availability of the information, reliability of the information, defects in the updating of the information in the data bases of third parties to which the information has been furnished, breaking into and/or disruptions in computers and/or in the data bases of the Authority and/or of such third parties as well as the transference and/or use thereof carried out in respect of the information after its delivery to such third parties, and the User hereby exempts the Authority from any damage, loss or deficiency of any kind in relation thereto.

9.5 The User further hereby declares and undertakes that he is exclusively liable *vis-à-vis* the Authority, its representatives as well as third parties, for any damage and/or loss caused as a result of an act and/or omission of the User in the course of and/or as a result of the use that he makes of the Tenders Website and/or the services, including and without derogating, as a result of erroneous information that the User gave on the Tenders Website and/or on its associated websites, and he undertakes that he will compensate and indemnify the Authority immediately upon its first demand, in respect of any demand and/or claim, including, but without derogating, by virtue of a judgment, compromise, execution, and including court costs and costs of legal advice, of any third party arising from such act and/or omission of the User .

10. Miscellaneous

10.1 The Law Courts of the Tel Aviv-Jaffa District shall have exclusive jurisdiction to try any dispute between the Authority and the User in connection with the Use Conditions.

10.2 The Laws of the State of Israel shall apply to the Use Conditions and they shall be interpreted in accordance with such Laws and shall take precedence over the rules as to choice of law the apply to the incidence of foreign law.

I certify that I have read the Use Conditions including the Privacy Policy Conditions, have understood them and I agree with them and undertake to act in accordance with them and acknowledge that my liability and the liability of the Authority are subject to the aforesaid conditions.