**TERMS OF USE**

**TERMS AND CONDITIONS OF
WWW.HERUTCANADA.CA**

Last revision: March 1, 2020

 **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.**

The following Terms and Conditions govern and apply to your use of or reliance upon this website maintained by Herut Canada (the "Website").

Your access or use of the Website indicates that you have read, understand and agree to be bound by these Terms and Conditions and any other applicable laws, statutes and/or regulations. We may change these Terms and Conditions at any time without notice, effective upon its posting to the Website. Your continued use of the Website will be considered your acceptance to the revised Terms and Conditions.

 **1. INTELLECTUAL PROPERTY**

All intellectual property on the Website is owned by us or our licensors, which includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names are owned, registered and/or licensed by us. All content on the Website, including but not limited to text, software, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content is a collective work under Canadian and other copyright laws and is the proprietary property of the Company; All rights reserved.

 **2. USE OF COMPANY MATERIALS**

We may provide you with certain information as a result of your use of the Website including, but not limited to, documentation, data, or information developed by us, and other materials which may assist in the use of the Website or Services ("Company Materials"). The Company Materials may not be used for any other purpose than the use of this Website and the services offered on the Website. Nothing in these Terms of Use may be interpreted as granting any license of intellectual property rights to you.

 **3. ACCEPTABLE USE**

You agree not to use the Website for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website in any way that could damage the Website, the services or the general business of Herut Canada.

You further agree not to use and/or access the Website:

a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

b) To violate any intellectual property rights of us or any third party;

c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

d) To perpetrate any fraud;

e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

f) To publish or distribute any obscene or defamatory material;

g) To publish or distribute any material that incites violence, hate or discrimination towards any group;

h) To unlawfully gather information about others.

 **4. PROTECTION OF PRIVACY**

Through your use of the Website, you may provide us with certain information. By using the Website, you authorize us to use your information in Canada and any other country where we may operate.

We may receive information from external applications you use to access our Website, or we may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

We use the information gathered from you to ensure your continued good experience on our website. We may also track certain of the passive information received to improve our marketing and analytics, and for this, we may work with third-party providers, including other marketers.

If you would like to disable our access to any passive information we receive from the use of various technologies, you may choose to disable cookies in your web browser.

 **5. ASSUMPTION OF RISK**

The Website is provided for communication purposes only. You acknowledge and agree that any information posted on our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and Herut Canada. You further agree that your purchase of any of the products on the Website is at your own risk. We do not assume responsibility or liability for any advice or other information given on the Website.

 **6. REVERSE ENGINEERING & SECURITY**

You may not undertake any of the following actions:

a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website;

b) Violate the security of the Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

 **7. INDEMNIFICATION**

You defend and indemnify Herut Canada and any of its affiliates and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Website, your breach of these Terms and Conditions, or your conduct or actions. We will select our own legal counsel and may participate in our own defence, if we wish to so.

 **8. SPAM POLICY**

You are strictly prohibited from using the Website or any of our services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

 **9. THIRD-PARTY LINKS & CONTENT**

We may occasionally post links to third party websites or other services. We are not responsible or liable for any loss or damage caused as a result of your use of any third party services linked to from our Website.

 **10. VARIATION**

To the extent any part or sub-part of these Terms and Conditions is held ineffective or invalid by any court of law, the prior, effective version of these Terms and Conditions be considered enforceable and valid to the fullest extent.

 **11. SERVICE INTERRUPTIONS**

We may need to interrupt your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that the we will have no liability for any damage or loss caused as a result of such downtime.

 **12. NO WARRANTIES**

Your use of the Website is at your sole and exclusive risk and any services provided by us are on an "as is" basis. We disclaim any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website will meet your needs or that the Website will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. Any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Website is your sole responsibility and we are not liable for any such damage or loss.

 **13. PRIVACY**

Internet communications are subject to interception, loss or alteration and, as consequence, you acknowledge that information or data you provide by electronic means by accessing or using this Website are not confidential or exclusive, except to the extent required by the applicable laws, and that communications by email may be intercepted, altered or lost.

For more information, please refer to our Privacy Policy, which you may find at the following address: www.herutcanada.ca/privacy.

 **14. LIMITATION ON LIABILITY**

We are not liable for any damages that may occur to you as a result of your use of the Website, to the fullest extent permitted by law. The maximum liability of Herut Canada arising from your use of the Website is limited to the greater of one hundred ($100) Canadian Dollars or the amount you paid to Herut Canada in the last six (6) months. This applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

**PRIVACY POLICY**

**PRIVACY POLICY**

This Privacy Policy applies to: www.herutcanada.ca

Last update: March 1, 2020

The respect of of your private life is of the utmost importance for Herut Canada, who is responsible for this website.

This Privacy Policy aims to lay out:

* the way your personal information is collected and processed. "Personal information" means any information that could identify you, such as your name, your mailing address, your email address, your location and your IP address;
* your rights regarding your personal information;
* who is responsible for the processing of the collected and processed information;
* to whom the information is transmitted;
* if applicable, the website's policy regarding cookies.

This Privacy Policy complement the Terms and Conditions that you may find at the following address:

www.herutcanada.ca/terms-and-conditions

 **1. COLLECTION OF PERSONAL INFORMATION**

We collect the following personal information:

* Last Name

* First name

* Mailing address

* Postal code

* Email address

* Phone and/or fax number

* Credit card number

* Date of birth/age

The personal information we collect is collected through the collection methods described in the following section.

 **2. FORMS AND METHODS OF COLLECTION**

Your personal information is collected through the following methods:

* Website registration form

We use the collected data for the following purposes:

* Contact

**3. INTERACTIVITY**

Your personal information is also collected through the interactivity between you and the website. This personal information is collected through the following methods:

* Correspondence

We use the personal information thus collected for the following purposes:

* Contact

 **4. SHARING OF PERSONAL INFORMATION**

The personal information collected by the Website is not transmitted to any third party and is processed only by us.

 **5. STORAGE PERIOD OF PERSONAL INFORMATION**

The controller will keep in its computer systems, in reasonable security conditions, the entirety of the personal information collected for the following duration: 1 Year.

 **6. HOSTING OF PERSONAL INFORMATION**

Our website is hosted by: Go Daddy, located at the following address:

14455 N. Hayden Rd #219 Scottsdale, AZ 85260.

The host may be contacted at the following phone number: 1 (866) 938-1119.

Personal information we collect and process is exclusively hosted in Canada.

 **7. CONTROLLER**

**a) Controller**

The "Controller" is: Jade Levitt. The Controller may be contacted as follows:

The Controller may be joined at jadelevitt@hotmail.com

The Controller is in charge of determining the purposes for which personal information is processed and the means at the service of such processing.

 **b) Obligations of the Controller**

The Controller is committed to protecting the personal information collected, to not transmit it to third parties without informing you, and to respect the purposes for which personal information was collected.

In the event that the integrity, confidentiality or security of your personal information is compromised, the Controller is committed to notify you.

 **8. RIGHT OF OBJECTION AND OF WITHDRAWAL**

You have the right to object to the processing of your personal information by the website ("right to object"). You also have the right to request that your personal information does not appear, for example, on a mailing list ("right to withdraw").

If you wish to exercise the right to object or the right to withdraw, you must follow the procedure described hereinafter:

The user must submit an email request to the email address listed above.

 **9. RIGHT OF ACCESS, OF RECTIFICATION AND OF REMOVAL**

You have the right to consult, update, modify or request the removal of information about you by following the procedure described hereinafter:

The user must submit an email request to the email address listed above.

 **10. SECURITY**

Personal information we collect is stored in a secured environment. People working for us are obligated to respect the confidentiality of your personal information.

To ensure the security of you personal information, we use the following methods:

* SSL (Security Sockets Layer) Protocol

* SET (Secure Electronic Transaction) Protocol

* Access management - person authorized

* Access management - person concerned

* Network surveillance software

* Automatic backup

* Digital certificate

* Username/password

* Firewalls

We are committed to maintaining a high degree of confidentiality by integrating the latest technological innovations that allow us to ensure the confidentiality of your transactions. Nevertheless, no mechanism can ensure a complete security and transmitting personal informations on the Internet always entail a part of risk.

 **11. CHANGES TO OUR PRIVACY POLICY**

Our Privacy Policy may be viewed at all times at the following address:

www.herutcanada.ca/privacy

We reserve the right to modify our Privacy Policy in order to guarantee its compliance with the applicable law.

You are therefore invited to regularly consult our Privacy Policy to be informed of the latest changes.

However, in the event of a substantial change to our Privacy Policy, we will notify you as follows:

Email to the email address in the users account.

 **12. ACCEPTANCE OF OUR PRIVACY POLICY**

By using our Website, you certify that you have read and understood this Privacy Policy and accept its conditions, more specifically conditions relating to the collection and processing of personal information.

 **13. APPLICABLE LAW**

We are committed to respect the legislative provisions as specified in:

*Personal Information Protection and Electronic Documents Act*, SC 2000, c 5; and/or

*Act Respecting the Protection of Personal Information in the Private Sector*, CQLR cP-39.1.