

## INTERNET SERVICES AGREEMENT

### 1. General

- 1.1 In this Agreement, the following terms and expressions shall have the meanings stated next to them, unless the content or the context indicates otherwise.
- 1.1.1 The "**Provisions of the Law**" – the provisions of the law including the terms of the License.
- 1.1.2 The "**Company**" – Bezeq International Ltd.
- 1.1.3 The "**Customer**" – anyone entering into an agreement with the Company for the provisioning of the Services (as defined hereunder), whose details appear in the applicable Engagement Letter or in an order form for the provisioning of Services (**Order Form**) to which this Agreement is appended as an integral part thereof, and the applicable installation and/or configuration at the Company's system had been executed.
- 1.1.4 The "**License**" – the Specific License for the Provisioning of Internet Services, granted to Company by the Ministry of Communication on 4.8.2009, available for review at the Company's offices or Ministry of Communication's web site.
- 1.1.5 This "**Agreement**" – the terms and conditions set forth in this Agreement and in the Engagement Letter or the Order Form to which this Agreement is appended as an integral part thereof.
- 1.1.6 The "**Engagement Letter**" – A notice being sent to Customer after entering into Agreement with the Company, according to the requirements in the License for service package details, including, inter alia: The Company details, Customer details, details of the service package chosen by Customer, Service tariff and payment terms, benefits included in the Service package, and Agreement duration, in case Customer is committed to a minimal duration of Service.
- 1.1.7 The "**Order Form**" – Includes the Customer's details, means of payment and a list of Services and/or equipment (for example: line, router, domain name, e-mail, IP address) on which Customer wishes to be subscribed to and/or intends to purchase, delivered and/or sent to Customer prior the Services were provisioned and/or equipment was supplied and/or signed by Customer.
- 1.2 Any capitalized terms and/or phrases not defined herein, shall have the definition set for them in the Provisions of the Law; any matter relating to the Service which is not set herein, shall be dealt with in accordance with the Provisions of the Law.

- 1.3 Any change/amendment in the Provisions of the Law or the License shall be deemed as an accepted change/amendment of this Agreement.

## 2. The Agreement

- 2.1 This Agreement, as shall be updated from time to time according to the Provisions of the Law and the License, is the sole agreement between the parties, and the Company shall not be bound by any statement or consent not included herein, except where such statement or agreement was included by the Company in a written notice to the Customer subsequent to the commencement of this Agreement.
- 2.2 Customer shall be deemed as accepting the terms of this Agreement when the following conditions accumulate:
  - 2.2.1 Customer details and means of payment ("**Required Details**"), were provided to Company for the purpose of charging Customer for making use of its Services;
  - 2.2.2 Customer received a password and a user name in writing and/or verbally, if such are needed to make use of Service, or installation and/or configuration at the Company's system had been executed (hereinafter: "**Connection Procedure**").
- 2.3 If a person applied to receive the Company's services, and the Company approved his request, even if he didn't provide the Required Details and/or didn't receive a password and a user name and/or a Connection Procedure wasn't performed, or a person made use of the services without getting the Company's approval, that person shall be deemed as accepting all terms and conditions specified in this Agreement, and without derogating from the Company's right to demand from that person to provide, at all times, the Required Details, and to stipulate the continuous of the services until providing the Required Details.
- 2.4 The terms according to this Agreement shall apply, mutatis mutandis, on every service or additional equipment to the services provided by the Company (as defined hereunder); only if they don't contradict specific instructions agreed between the Company and the Customer in relation with the additional equipment or services.

## 3. The Service

- 3.1 The Company shall provide internet services, including internet access services, and technical support for the services and/or to the equipment the Company provided, in a matter and extent determined by the Company from time to time and subject to its sole discretion; all as set forth in the Engagement Letter or Order Form (hereinafter: the "**Service(s)**").
- 3.2 The provisioning of the Services is subject to the Customer's fulfillment of his obligations hereunder and in particular, as set forth in Section 10 below.

- 3.3 The Customer agrees and is aware that the Company is entitled to keep email copies, as may be required for the operation and maintenance of its systems and/or the provision of the Services in accordance with the provisions set herein.
- 3.4 The Company shall be entitled, subject to its sole discretion, to limit or suspend the amount of emails being sent by Customer, in the scope of the Services.
- 3.5 Customer is entitled to make use of the Services for transfer of data (downloading and/or uploading) in a scope that doesn't exceed the scope agreed between him and the Company (hereinafter: "**Access Package**"), as set forth in the Engagement Letter or Order Form. The Company shall be entitled to charge Customer with an additional fee for any excess use of Services beyond the Customer's Access Package (hereinafter: "**Excess Usage**"), according to the tariff determined by the Company from time to time.
- 3.6 Notwithstanding clause 3.5 above, the Company may be entitled, subject to its sole discretion, to prevent Customer from making Excess Usage of the Services, by providing a notice.
- 3.7 The Company shall be entitled to change the terms of the Service, from time to time, after providing Customer with a prior notice and only if such a change isn't to take affect during the time term Customer is obliged to, as specified in clause 4.4 and subject to the Provisions of any Law.

#### 4. Consideration, Payment Terms and Term

- 4.1 The Customer shall pay Company for the Services the consideration specified in the Engagement Letter or the Order Form, via the means of payment that were provided to Company during the provisioning of the Required Details and on the payment date determined by the Company (hereinafter: "**Determined Date**").
- 4.2 In addition to the provisions of Section 4.1 above, the Customer shall pay Company for the services of another supplier or licensee (such as Bezeq The Israel Communication Corp. Ltd. hereinafter: "**Bezeq**") whose services are used by the Services hereunder, without the Company having any responsibility for the services of such supplier or licensee.
- 4.3 The Customer agrees, that in the event of him being charged with an excessive amount, the Company shall credit the Customer's account he has at Company with the excessive amount.

- 4.4 This Agreement shall stand until Customer provides Company with a notice of Agreement termination, to one or more of the telephone numbers, facsimile, email addresses, published for that purpose at the Company's web site, at [www.bezeqint.net](http://www.bezeqint.net) (hereinafter: "**Company's Site**") or via the online forms. Without derogating of the aforementioned and in addition to it, it is being clarified that in the event of Agreement termination during the commitment term Customer is obliged to, the Customer shall be charged with a one time payment of the total consideration Customer was obliged to pay during the minimal commitment term, with deduction of the amount that was paid by Customer until the requested date of Agreement termination, but with additional payment for the Equipment he had received; unless stated otherwise in the service package and/or Order Form.
- 4.5 At the end of the Agreement, Customer shall be entitled to ask the Company to continue of making use of the email address that was assigned to him, all in accordance to the terms of the License.
- 4.6 The consideration stated in the Engagement Letter or the Order Form refers only to the service described therein and any further cost shall be borne by the Customer including extension and/or improvement of a service according to the charges of the Company as same shall be in force from time to time and/or modification and/or updating of the service package set forth in the Engagement Letter or the Order Form.
- 4.7 The Customer agrees and is aware that the payment for the Services, when changing the service package that is stated in the Engagement Letter or order Form, in a different service package, the payment for the former service package shall be until the date of the change between the service packages was made, unless stated otherwise in the relevant service package's terms and conditions.

## 5. Technical Support

The Company shall provide the Customer with technical support services only where the fault occurs in a service that is provided by it and that is under its direct control and does not arise from third parties such as local and/or overseas communications operators and/or communication lines, the World Wide Web, the Customer's systems and/or applications, and the like.

## 6. Privacy Protection

- 6.1 Without derogating from the provisions of the Illegal Eavesdropping Law, 5739-1979, the Privacy Protection Law, 5741-1981, and any other law concerning protection of the privacy of a person, the Company shall be authorized to maintain computerized monitoring of the activity of the Customer and/or the system and to disclose any information for the purpose of controlling/safeguarding the working order and/or quality of the system and/or Service and protecting its activity and the activity of its users and monitoring the compliance of the Provisions of any Law.

- 6.2 Subject to Sections 6.3 and 9.8 below, it is forbidden for the Company, its employees, agents and anyone acting on its behalf to disclose to any person not duly authorized for this purpose any lists or documents containing the name and address of the Customer or any other information relating thereto, including details of the account (hereinafter: the “**Customer Details**”).
- 6.3 Notwithstanding the above, the Company may do the following:
- 6.3.1 Communicate the Customer Details to third parties for the purpose of collecting monies owing from the Customer in respect of the Services so long that the information so communicated is required for the collection of monies and the preparation of accounts and that the third party undertook to observe the privacy of the Customer as provided in Section 6.2.
  - 6.3.2 Communicate the Customer Details to another by virtue of legal authority.
  - 6.3.3 Use the Customer Details and the information held by the Company for the Company's needs, including for marketing and carrying out surveys of the Company.
  - 6.3.4 The Customer agrees that the Company will include his name, IP address, e-mail address, domain name, phone number and address in directories, except where the Customer has notified the Company in writing of his wish that the Company will not do so within 14 days of the later between providing the Required details and receiving the user name and password.
  - 6.3.5 **The Customer hereby grants its consent to receive any updates and/or advertising/marketing materials via the e-mail address he provided to Company and/or to the e-mail address that was assigned to him and/or to his Internet browser.**

## 7. Suspension or Termination of Service

- 7.1 The Company may, without prior notice, disconnect (temporarily or permanently) or limit its services to the Customer in any of the following events, which constitute a fundamental breach of this Agreement:
- 7.1.1 The Customer failed to duly pay any charge imposed on him for Services – for the third time within 12 months, or after receiving a prior notice of such late payment;
  - 7.1.2 The Customer exceeded the billing limit that was determined by the Company according to Section 11;
  - 7.1.3 The Customer didn't provide the Company with sufficient guarantee, to assure the payment of the consideration, according to its demand;

- 7.1.4 The Customer is using the Company's Services in such manner that, in the Company's opinion, might interfere with the Services provided by the Company to other customers and/or that constitute a civil wrong and/or a criminal offense, and/or make reasonable grounds for suspicion that the Customer is acting in a manner inconsistent with the terms set forth in Section 10.
  - 7.1.5 Suspension or disconnection is required in order to perform essential or urgent construction or maintenance works on the systems it uses or in times of national emergency or for national security reasons.
  - 7.1.6 The Company received notification, with verification or certificate, that the Customer died; and where the Customer is a corporation, that it has ceased to exist
- 7.2 Such suspension, termination or restriction does not derogate from the Customer's obligation to pay to the Company, in addition to the debt itself, linkage differences, arrears interest and collection costs, as provided herein. It is further clarified, that the provisions of Section 4.4 shall apply accordingly with respect to a suspended, terminated or restricted Service.
- 7.3 Should the Company find that, for the purpose of providing the Services, there is any incompatibility with regard to end user equipment of the Customer, The Customer undertakes to adjust the end user equipment as required, and if the Customer doesn't do so, the Company may choose not to begin, or to discontinue, to provide Services and the Customer shall be liable for any damage/loss/expense caused as a result of such incompatibility of the equipment.

## **8. Late Payment**

A payment that is overdue will have interest for delay, in a rate of no more than the rate stated on the 1<sup>st</sup> section of the Interest and Linkage Law 5721-1961; every payment received 14 days after the Determined Date, will be added with collection charges at the usual rates of the Company.

## **9. Limitation of Liability**

- 9.1 Services are being provided on an "As Is" basis, and Customer hereby acknowledges that the internet network is not under the control of the Company, and that Company disclaims any warranty, explicit or implied, with respect to the internet or any data, product or service rendered by the internet, and that Company further disclaims any warranty of merchantability and/or warranty of fitness for a particular use.

- 9.2 The Company is not responsible for the availability of the information and/or programs that the Company allows to be used within the scope of the Services, nor for the content, form, reliability or accuracy of the data, nor for any failure in the transfer, or defect in the content, of the information, for incongruity between the data received in the computer of the Company and the data received by the Customer. The Company shall not bear any direct and/or indirect damage/loss/expense caused as a result of any of the above.
- 9.3 The Customer agrees and is aware that the Services, by their nature, are susceptible to interruptions and/or disturbances and that the Company does not undertake to provide the Services (including access to the Internet and to information) continuously and free of any disturbances, nor that the bandwidth set in the Engagement Letter or the Order Form is the actual bandwidth which may be utilized at all times by the Customer, and that such utilization is dependent, inter alia, on the way Customer actually uses the Services and its end equipment.
- 9.4 **It is hereby agreed that in all aspects that are related to the provisioning of the Services by the Company, the immunity provided in Sections 40-41 of the Telecommunications Law, 5752-1982, shall apply to the Company (hereinafter: "The Law").**
- 9.5 Without derogating from Section 9.4 above, it is clarified that Company shall not be liable for any damage Customer may suffer or incur, as a result of connecting to Company's systems and/or as a result of the use and/or inability to use the Services, regardless of whether Company was notified of the possibility of such damage.
- The aforesaid shall apply with respect to any direct or indirect damage which Customer and/or any third party may suffer or incur, as a result of or in connection with this engagement with Company, including bodily damages, loss of revenue or income, loss of business, loss of data and any other monetary damage.
- 9.6 **In any event, Company's sole liability, whether at tort, contract or otherwise, shall be limited to the lower of the consideration actually paid by Customer for the Services during the 6 month's term preceding the event raising the liability, or the sum of ₪ 5,000.**
- 9.7 It is hereby made clear that the Services depend on third parties (such as Bezeq and other information suppliers and service providers, including manufacturers of information security software such as Fire Wall, manufacturers of modems, routers, and the like) and the Company shall not be liable for any act or omission of such third parties and shall not bear any liability for any damage/loss/expense caused as a result thereof, including as a result of the installation of lines of and/or by such third parties, the operation of the lines, third party rates and the quality of their services. The Company shall not be liable for damages connected with the telecommunications/internet networks, international accessing through dialing, Customer's equipment and/or systems and/or application environment or the modem PCB installed at the Customer.

- 9.8 It is hereby made clear that the information and data transferred within the scope of the Services are not secured and the Company is not responsible for securing them and/or for any damage/loss/expense caused as a result thereof. The Customer is exclusively responsible to secure and protect the information stored in its systems and/or equipment and the Company shall not be liable for any damage/loss/expense caused as a result of the absence of such security/protection, including due to hacking to the Customer's systems and equipment.
- 9.9 The Company is not responsible for the working condition of the hardware equipment and/or the usability of the communications software by means of which the Customer connects to the Company's facilities and Services.
- 9.10 The Company is not responsible for the content, messages and design of the Customer's web-sites that are hosted at the Company (hosting) including messages transmitted to/from such web-sites and shall not be liable for any damage/loss/expense resulting from such web-sites including due to infringement of intellectual property rights and including infringement of copyrights, trademarks, trade secrets, patents, designs and/or due to invasion of privacy.
- 9.11 For the removal of any doubt, the Company shall not be liable for any infringement of intellectual property rights, including trademarks and trade secrets, in relation to the right of use granted with respect to the addresses, including the domain name and e-mail addresses.
- 9.12 The Company shall not be liable for damages that result from software distribution and/or malware, which originate at Customer or any third parties.

Nothing provided herein derogates from the right of the Company to bring action against the Customer with respect to any act or omission that resulted in damage to the Company due to breach of the Agreement or violation of any law.

## 10. Customer's Undertakings

- 10.1 The Customer undertakes that the Customer's equipment meets the requirements of the Company as same shall be communicated to the Customer from time to time, and as appearing in the Engagement Letter or the Order Form.
- 10.2 The Customer will use the Services in accordance with the provisions of this Agreement, the Provisions of any Law, the provisions of the acceptable use policy as published from time to time on Company's website (the "**AUP**"), and subject to operational instructions and directions issued from time to time by the Company, the information suppliers and the service providers.



- 10.3 Without prejudice to the above, the Customer shall not use the Services to carry on illegal gambling, to disseminate computer viruses/malware, to access systems and files without authorization or to make any other use that might result in damage and/or disturbance and/or restriction of the use of the Services and/or that might infringe rights of the Company, the information suppliers, the service providers, other customers, users or any third party.
- 10.4 Immediately upon receiving a demand to do so, the Customer shall indemnify the Company in respect of any damage and/or loss and/or expense (including legal costs) sustained by the Company and/or any third party as a result of any use of the Services made by and/or through Customer and/or its passwords in the Services, including in respect of any damage and/or loss and/or expense resulting from the breach of any provision of the Agreement and/or any act contrary to other instructions issued from time to time to the Customer.
- 10.5 It is being clarified that the right to use the Services pursuant to the terms of this Agreement belongs to the Customer. The Customer shall not allow use of any kind or nature, whether or not for consideration to anyone else. The Customer shall keep in confidence the means of access to the Internet that are provided to him by the Company (including user name and password) and shall not disclose this information to any third party without receiving the Company's prior written approval and Customer shall change, from time to time, his passwords in a way that prevents from any third parties an un-authorized use of the Services.
- 10.6 The Customer undertakes not to assign or otherwise transfer this Agreement or his rights hereunder. The Services are provided to the Customer solely for his use and he undertakes not to sell them and not to allow others to use them without the prior written consent of the Company. It is made clear that any such attempt to assign or transfer shall be void and shall constitute a fundamental breach of this Agreement.
- 10.7 The Customer declares and acknowledges that he is aware that the Services hereunder are provided by the Company pursuant to a special license granted under the Telecommunications Law, 5742-1982, and pursuant to contracts of the Company with information suppliers and service providers and are according and subject to the terms of such license and contracts.
- 10.8 The Customer undertakes to cooperate with the Company as may be reasonably required to enable the provisioning of the Company's Services, including allowing unrestricted and safe access to the Customer's facilities. The Customer shall also allow the Company to make alterations of engineering or other nature in the supplied equipment.
- 10.9 The Customer hereby declares and warrants that he is acting lawfully and that he does not operate as a provider of communications services without the required license.

10.10 The Customer undertakes not to make use of the Services for the purpose of carrying out any act that is prohibited according to the laws of the State of Israel and he declares that, with respect to such acts, any liability that may arise shall apply to him exclusively and he shall indemnify the Company accordingly upon the latter's first demand concerning any claim and/or demand of any third party in this regard. Prohibited acts shall include, *inter alia*, the following:

- 10.10.1 Illegal intrusion to computerized material / transferring computer virus to other computers / disrupting or interfering with other computers – contrary to the provisions of the Computers Law, 5755-1995.
- 10.10.2 Illegal eavesdropping– contrary to the provisions of the Illegal Eavesdropping Law, 5739-1979, including to inter-computer communication.
- 10.10.3 Organizing / participating in illegal games, lotteries and wagers – contrary to Chapter H Mark 12 of the Criminal Law, 5737-1977.
- 10.10.4 Publication and displaying of obscene material – contrary to Section 214 of the Criminal Law, 5737-1977.
- 10.10.5 Direct mailing to the Company's customers and/or to Internet users – contrary to the Privacy Protection Law, 5741-1981 and/or the Law.
- 10.10.6 Using encryption systems without the authorization of the security authorities – contrary to the provisions of the Commodities and Services Supervision Order (Engaging in Means of Encryption), 5735-1974.
- 10.10.7 Infringement of intellectual property rights of other bodies/users of the internet including infringement of copyrights, copying/using trademarks, etc.
- 10.10.8 Sending e-mail messages to users in such a way so as to arouse complaints on the part of those receiving the messages ("spamming") or in contradiction to the AUP or the Law.
- 10.10.9 Any act or omission which is not in accordance with the AUP.

10.11 Without derogating from Section 10.1 above and in addition to it, it is clarified that in the event Customer uses the Services for the purpose of carrying out any act that is prohibited according to Section 10.10 above, Company shall be entitled to immediately remove any content and/or message and/or information and/or design and/or data (the "Hazard" ) which is on Customer's websites, which are being hosted at Company's and/or in other sites under the control of Company, if the Hazard is the result of such prohibited act, provided that Customer is being notified by the Company.

- 10.11.1 The Customer is aware that there are web-sites in the Internet that are intended for viewing by adults only (over 18 years of age) and the responsibility for using and monitoring such viewing is the Customer's alone.

- 10.11.2 The Customer hereby agrees that the Company may, at its sole discretion, assign its rights and obligations hereunder to another, including the right to collect monies from the Customer, whereas the Customer may not assign his rights and/or obligations hereunder to another.
- 10.11.3 The Customer agrees that to the extent Customer cancels three appointments scheduled with him for the purpose of installing equipment/lines required for the provisioning of the Services, the Company shall have the right to terminate the Agreement and charge the Customer with its costs.
- 10.11.4 The Customer undertakes to indemnify the Company in respect of any damage/loss/expense caused as a result of an act/omission of the Customer in connection with the Services according to this Agreement.

## 11. Credit Limit

The Company shall have the right to set a credit limit to Customer, which he may have for a determined period of time, for the Services provided to Customer, including for services Customer receives from other licensee through the Company. The Company shall have the right to stop the services to Customer if he had gone over the credit limit that was set to him by the Company.

## 12. Set Off and Lien

The Company shall be entitled to set off as against any amount it receives from the Customer in connection with this or any other agreement, or any other debt owing from the Customer to the Company, all the amounts or liabilities owing, or to be owing, to it from the Customer in connection with this Agreement or other debt which the Customer owes to the Company in respect of end user equipment.

## 13. Jurisdiction and Applicable Law

It is hereby agreed that the courts of Tel Aviv, Israel shall have exclusive jurisdiction in connection with this Agreement and everything arising therefrom. This Agreement shall exclusively be governed by and interpreted in accordance with the Law of the State of Israel without reference to its principles of conflict of laws.

## 14. Addresses and Notices

The parties' addresses according to this Agreement shall be as specified in the Engagement Letter or the Order Form, or any other address one party notifies the other party in writing. The Customer gives his consent that the e-mail address that was provided to him by the Company and/or any other e-mail address and/or a phone number he provided the Company with, will make use for the Company, at its sole discretion, for every notice according to this Agreement and/or required by every law, including notices for changes in the Service tariff, invoices and periodical bills; **Any notice sent by the Company to the Customer shall be deemed as received by the Customer three business days after it was sent, if it was sent by carrier mail; and if sent by e-mail, facsimile or any other electronic methods - upon receipt of confirmation of delivery or transmittal, as relevant.**

The Customer may contact the ombudsman that was appointed by the Company, for every complaint, or request for clarification. Contacting to the ombudsman shall be in writing via carrier mail, facsimile, e-mail ( to: [natsiv@bezeqint.co.il](mailto:natsiv@bezeqint.co.il)) or the on-line form, available on the Company's Site.

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