

Terms & Conditions

Last Revised: April 02, 2024

Welcome to “7amleh” website, at www.7amleh.org (the “**Website**”). The Website is operated by 7amleh - The Arab Center for the Advancement of Social Media (R.A)(“**7amleh**”, “**Us**” or “**We**”). In these Terms and Conditions (the “**Terms**”), "You" refers both to you as an individual and to the entity You represent (as applicable).

These Terms apply to the Website and all other 7amleh’s network of websites and affiliated websites, all mobile and web applications published by 7amleh and/or its partners as separate initiatives, and all other interactive features, services and communications provided by 7amleh, that are operated by 7amleh, including, without limitation, the Digital Security Platform, as defined in Section 1 (together, the “**Additional Sites**”, and together with the Website, the “**7amleh Websites**”).

Certain Additional Sites may have their own terms and condition (or similar agreements) which will be displayed prominently on such Additional Site. If no such terms and conditions are available on an Additional Sites, these Terms will apply on your use of such Additional Sites. If an Additional Site includes its own terms and conditions, then by using such Additional Site, You agree to be bound by the terms and conditions specific to that Additional Site in addition to these Terms.

BY ENTERING TO AND/OR USING/VIEWING THE 7AMLEH WEBSITES AND/OR ANY OF THE FEATURES AND/OR CONTENT AND/OR PUBLICATIONS AVAILABLE THEREON (THE “FEATURES”), YOU ACKNOWLEDGE THAT YOU HAVE AGREED TO AND UNDERSTOOD, AND WILL COMPLY WITH THESE TERMS. IF YOU DISAGREE TO ANY TERM PROVIDED HEREIN, YOU MAY NOT USE THE 7AMLEH WEBSITES OR THE FEATURES.

Please also read our Privacy Policy available [here](#) (the “**Privacy Policy**”) in order to learn about our practices regarding the information We may collect from You when visiting the 7amleh Websites, and/or using any of the Features. The Privacy Policy applies to any 7amleh Website which does not include a specific privacy policy or notice thereon.

1. The Website

7amleh is a non-profit organization that advocates for Palestinian digital rights. 7amleh studies and researches issues related to Palestinian digital rights, provides digital rights, digital activism and digital security capacity building opportunities to Palestinian activists and civil society, and manages local and international advocacy campaigns.

The Website provides information, tools and resources to help Palestinian individuals and organizations increase their awareness relating to digital rights and improve their digital activism. The Website may include features necessary for digital rights assessments and information about digital rights laws and policies, and recommendations for protecting digital rights of Palestinians. The Website may also include information about digital rights violations and advocacy efforts as well as educational materials about digital rights and digital security.

2. The Additional Sites

The Website may include links to the Additional Sites. These website and applications are either affiliated with or operated by 7amleh and/or its partners as separate initiatives which focus on specific cause or campaign, and include, among others, 7amleh’s Digital Security Site ‘Aman Rakami’ امان رقمي (the “**Digital Security Site**”).

The Digital Security Site includes tools and resources for promoting awareness and familiarity with assessing and improving digital security and will combine important information made available to civil society organizations, journalists and HRDs tools designated to enhance successful digital advocacy.

The Digital Security Site will enable You among others, to view certain content and material, and download and or view recorded sessions and trainings via 7amleh's online services. The Digital Security Site may also include information about digital security threats, vulnerabilities or risks.

Without derogating from any provision herein, 7amleh does not guarantee the effectiveness or reliability of any tools available on the Digital Security Site and is therefore not responsible for any damage or loss resulting from their use. 7amleh is also not responsible for any damage or loss resulting from your reliance on any information provided on the Digital Security Site.

7amleh shall have the right to remove any Additional Site or links thereto from the Website at its discretion.

3. Content and Materials on the Websites:

The content on the 7amleh Websites (including, without limitation, on the Website and the Digital Security Site) include graphics, text, images, photographs, illustrations, articles, diagrams, charts, maps, statistics, videos, training, instructions, recorded courses, manuals, trademarks and tradenames and logos (the "**Content**"). Such Content is either obtained from an open source platform or data base, is owned by 7amleh, or have been posted by third parties (either directly or through 7amleh), or have been licensed to 7amleh from the owners thereof. You have the right to view and/or use a single copy of any material or content obtained from the Websites for your personal, non-commercial use (the "**Authorized Use**"). Except for the Authorized Use, You may not use, distribute, modify, or sell any content from the Websites without the express written consent of 7amleh. No graphics, photographs or other visual elements obtained through the Websites may be used, copied, or distributed separate from the accompanying text without the prior written consent of the owner thereof or of 7amleh. In any case, any use of the Content authorized by 7amleh hereunder or by a specific authorization as stated above shall include an explicit acknowledgement of 7amleh thereon. Such acknowledgement shall include 7amleh's logo and the reference to 7amleh's Website, and shall be quoted As-Is with the indication of the reference. No graphics, photographs or other visual elements obtained through the Website may be used, copied, or distributed separate from the accompanying text without the prior written consent of the owner thereof or of 7amleh (as the case may be). You may not copy or reproduce any part of the 7amleh Websites on another server without 7amleh's prior written permission.

Notwithstanding anything else in these Terms, You shall be responsible for obtaining permissions and consents before reusing any third party copyrighted material that is available on the 7amleh Websites. If You decide to use any such third party copyrighted material, You will do so at your own risk and liability and 7amleh disclaims any liability towards You in connection therewith. In any case, You may not use any such content for any unlawful purpose.

4. User Log in

You acknowledge that You may be provided with a username and a password to access certain restricted areas of the 7amleh Websites. You must not use another user's username and password, and You must keep your password secure and not disclose it to any third party. If You suspect that there has been an unauthorized use of your account on a 7amleh Website, username or password, You must notify 7amleh immediately. You are solely responsible for

any activity associated with your username and password (in case those will be provided to You as stated in this section).

5. Your Content

In case You will be using a Feature that allows You to provide any content and/or information and/or material (“**User Generated Content**”), then You agree that when submitting any User Generated Content, You will provide accurate, current and complete information.

By posting, uploading or sending us any content on the 7amleh Websites and/or to be added to the 7amleh Website, You grant 7amleh a worldwide, irrevocable, royalty free, non-exclusive license to use, reproduce, adapt, modify, publish, translate, perform, distribute, display, and create derivative works from your User Generated Content in any form. 7amleh may sublicense or assign the foregoing rights (provided in the previous paragraph) to third parties as it sees fit. You shall not be entitled to any consideration of any kind for 7amleh’s use of the User Generated Content and You shall not bring any claim and/or make any demand relating to the breach of copyright and/or any demand for payment whatsoever in connection therewith. You warrant that You own or have the right to grant this license to 7amleh as set forth above and that posting your User Generated Content does not violate any third party’s rights or threaten anyone’s safety, and that your publication of such content shall not prejudice any third party right under privacy protection and/or prohibition of defamation laws of any country. 7amleh may remove any User Generated Content and/or any other content from the 7amleh Websites for any reason, at any time, including content that it deems inappropriate or harmful to any person. 7amleh has the right, not the obligation, to monitor the User Generated Content for any inappropriate content, but is not in a position to determine the legality or validity of any such content. Without derogating from the foregoing, You are solely responsible for the content of any User Generated Content posted on the 7amleh Websites.

6. Notice of Copyrights Infringement

7amleh respects the intellectual property rights of others and will remove all infringing content on the 7amleh Websites if properly notified that it infringes third-party copyrights and may at any time do so at its sole discretion, without prior notice. If You believe that your copyrights have been violated through materials and content published on any of the 7amleh Websites, please contact us in writing to this email info@7amleh.org. You should include in your notice the following: (1) a description of the infringing material; (2) a description of the copyrighted work; (3) your signature; (4) your contact information; and (5) a statement that the information You provided is accurate and that You are the authorized owner of the copyrighted material or that You are authorized to act for the copyright owner (as the case may be).

7. Intellectual Property

The 7amleh Websites and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), including, without limitation, the Content (the “**Material**”), are owned by 7amleh, its licensors or other providers of such Material and are protected by local and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The Material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of 7amleh, unless and except as is expressly provided in these Terms. Any unauthorized use of the Material is prohibited.

8. Donations

The Website allows visitors to make financial donations to 7amleh (the “**Donation**”). This donation Feature is offered on the Website using a third-party payment processor (currently,

PayPal), or through debit or credit card services (the “**Third Party Payment Processor**”). By making a donation through the Website, You agree to be bound by the terms and conditions of such Third Party Payment Processor. While 7amleh will use reasonable efforts to ensure that Donations made through the Website are properly processed and credited, it cannot guarantee the performance or reliability of the Third Party Payment Processor nor it assumes any liability for any action or omission made by such third party.

All Donations are final and non-refundable, unless required by law or the Third Party Payment Processor’s policies and approved by 7amleh. All donations made to 7amleh are recognized for tax purposes under Section 46 of the Israeli Tax Ordinance - 1961. Therefore, donation are tax-deductible to the extent permitted by law, and if You make a Donation through the Website, 7amleh will provide You with a receipt for your Donation which can be used for tax purposes.

7amleh reserves the right to refuse or return any Donation that it deems inappropriate or that does not align with its values or missions.

9. Updates and Modifications to the 7amleh Websites

7amleh may from time to time, at its sole discretion, provide enhancements or improvements to the features/functionality of the 7amleh Website, which may include patches, bug fixes, updates, upgrades and other modifications (“**Updates**”). Updates may modify or delete certain features and/or functionalities of the 7amleh Website. You agree that 7amleh has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the 7amleh Website to You.

You further agree that all Updates will be (i) deemed to constitute an integral part of the 7amleh Website, and (ii) subject to the terms and conditions of these Terms.

7amleh reserves the right to modify, suspend, disable or discontinue, any of the 7amleh Websites or any service to which it connects, and/or cease its operation, change their structure, or their appearance, or the availability of the services and content provided thereon (including, the Features), in each case, whether temporarily or permanently, with or without notice and without liability to You or any third party, including, without limitation, in connection with any loss and/or potential loss of any data and/or for any other damage which may be caused to You or any third party upon terminating and/or disabling the 7amleh Website. In the event that 7amleh modifies, suspends, disables or discontinues a 7amleh Website or any feature available thereon, You will have no claims and/or demand against 7amleh in connection thereto.

10. Access and Interference

You agree that You will not use any robot, spider, scraper, or other automated means to access the 7amleh Websites for any purpose without 7amleh’s written permission. You also agree that You will not: (a) take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute or publicly display any Content or Material except as permitted under these Terms; (c) interfere or attempt to interfere with the proper working of the 7amleh Websites or any activities conducted thereon; or (d) bypass any measures or tools We may use to prevent or restrict access to the 7amleh Websites.

11. Third Party Sites

These Terms apply only to the 7amleh Website. While using any of the 7amleh Websites and the Features You may encounter links to third party sites and/or third party content (such as, information, applications and other services) which are not operated or managed by 7amleh

(the “**Third Party Services**”). Please be advised that the Third-Party Services are independent sites, and 7amleh assumes no responsibility or liability whatsoever for them with regard to privacy matters or any other legal matter, including, without limitation, the accuracy or completeness of the content or the opinions expressed in such third party websites. If You decide to use such Third Party Services, including, if You decide to click on a link (on a 7amleh Website) to any third party site, You do this at your own risk and responsibility. We encourage You to carefully read the privacy policies and terms and conditions of such third-party sites before using any of the features available on such sites. Such Third-Party Services may use their own cookies or other methods to collect information about You. The inclusion of links to such Third-Party Services on the 7amleh Websites does not imply that 7amleh endorses these sites, their content and/or any political views stated therein, or any services, features or products offered thereby or by any third party through such Third-Party Services.

12. Disclaimer

The 7amleh Website and the Features thereon are provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, 7amleh, on its own behalf, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the 7amleh Websites and the Features, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance or usage. Any information available on any of the 7amleh Websites is provided for information purposes only and is not intended to be exhaustive or definitive. Without limitation to the foregoing, 7amleh provides no warranty or undertaking, and makes no representation of any kind that the Material or content on the 7amleh Websites are current or complete, and that the 7amleh Websites and the Features will meet your requirements, achieve any intended results, be compatible or work with any other software, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, 7amleh makes no representation or warranty of any kind, express or implied: (i) as to the operation or availability of the 7amleh Websites, or the information, content, and materials included thereon; (ii) that the 7amleh Websites will be uninterrupted or error-free or that it will be immune from any unauthorized access to 7amleh’s computers or from any damage, corruptions, faults or failures whether in the hardware, software or communications lines and systems of 7amleh or any of its suppliers; (iii) as to the accuracy, reliability, or currency of any information or content provided through the 7amleh Websites; or (iv) that the 7amleh Websites, their servers, the content, or e-mails sent from or on behalf of 7amleh Websites are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

You agree that You will not hold us responsible for disputes, claims, losses, injuries or damages of any kind, which may arise out of your use of any of the 7amleh Websites, including, without limitation to any reliance on any content made available on any of the 7amleh Websites. If for any reason whatsoever You are not satisfied with any content or material published on a 7amleh Website, you’re sole and exclusive remedy is to discontinue using such 7amleh Website.

The Digital Security Site may include information about certain digital security products or services. Such information does not constitute an endorsement or recommendation by 7amleh thereof. Further, the Digital Security Site may also include (i) information about digital security laws regulations or policies, (ii) digital security best practices or recommendations; and (iii) information about digital security incidents such as data breaches or cyberattacks. This information is provided for informational purposes only, may not be comprehensive or

up-to-date, suitable or appropriate for your specific circumstances, and is not intended to be legal advice, and You should therefore consult with a legal professional for specific advice about any related matter. By using the Digital Security Site, You agree that You will comply with all relevant laws regulations, and policies', including, those related to privacy, data protection and cybersecurity.

13. If any of the 7amleh Website will include a Feature that allows a user to submit User Generated Content, then You acknowledge that We do not control such content which is posted on the 7amleh Website, and as such, do not provide any assurances as to its validity, legality, reliability or accuracy, and on whether it is current or complete. We also take no responsibility nor accept any liability for any offence taken by You to any content you are exposes to while using the 7ameh Website, and your continued use of the 7amleh Website shall at all times be at your own risk.

14. Without derogating from the foregoing, You acknowledge that any guidance, advice or feedback provided by 7amleh on the 7amleh Websites (whether in the form of an article, e-course or otherwise) does not constitute legal or other professional advice, is not intended to be a substitute for legal or other professional advice and should not be relied upon as such.

15. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall 7amleh be liable for any special, incidental, indirect, or consequential damages whatsoever, including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the 7amleh Websites (including, any content thereon), third-party software used with the 7amleh Websites, or otherwise in connection with any provision of these Terms, even if 7amleh has been advised of the possibility of such damages.

16. Indemnification

You agree to indemnify, defend and hold harmless Us, our affiliates, directors, officers, agents, employees and representatives from and against all losses, expenses, damages, costs, claims and demands, including reasonable legal fees, due to or arising out of (a) your breach of any of these Terms and/or any law, and/or (b) your use of the 7ameh Websites and/or Features; and/or (c) any content submitted or posted by You to any of the 7amleh Websites, whether posted directly on the 7amleh Website or by sending such content to 7amleh; and/or (d) your violation of any third party right.

17. Suggestions and Feedback

Any feedback, comments, ideas, improvements or suggestions (collectively, “**Suggestions**”) provided by You to 7amleh with respect to any of the 7amleh Websites shall remain the sole and exclusive property of 7amleh and You shall have no claims and/or demands against 7amleh in connection to such Suggestions. 7amleh shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

18. Changes to the Terms

These Terms will govern Your use of the 7amleh Websites and/or the Features. 7amleh reserves the right to change these Terms (or any part hereof) at any time, so please re-visit this page from time to time. In case of any material change, 7amleh will make its best efforts to post a notice on the respective 7amleh Website, but it is your responsibility to visit this page and check these Terms from time to time if you continue to use the Website. Changes to these Terms are effective as of the stated "Last Update" and Your continued use of the 7amleh

Websites and/or Features on or after the Last Update date will constitute acceptance of, and agreement to be bound by, those changes.

19. Governing Law and Jurisdiction

Regardless of Your place of residence or where You access or use the 7amleh Websites from, these Terms and Your use of the 7amleh Websites will be governed by and construed solely in accordance with the laws of the State of Israel. The competent courts in the city of Haifa will have exclusive and sole jurisdiction over any dispute, claim or controversy relating to the 7amleh Websites or with respect to any matter relating to these Terms or the Privacy Policy. You hereby agree to such jurisdiction and waive any right to object to such personal jurisdiction or the non-convenience of such forum. Notwithstanding the foregoing, (a) We may lodge a claim against You pursuant to the indemnity clause above in any court in any jurisdiction adjudicating a third-party claim against us, and (b) 7amleh may obtain an injunction in any jurisdiction to enforce any of the provisions hereof or any of its rights hereunder.

20. Questions

Should You have any inquiries, complaints or suggestions, You may contact us at info@7amleh.org . We will do our best to resolve your issue in a timely manner.

21. Miscellaneous

These Terms are in addition to any other terms/agreements on the Additional Sites. In the event of a conflict between these Terms and the Additional Site's terms and conditions or terms of services, the provisions that are more favourable to 7amleh will apply. If any of the provisions of these Terms is held to be invalid or unenforceable, such provision shall be removed and the remaining provisions shall be enforced in full. The section headings used herein are for reference purposes only and in no way shall define, limit or construe the scope or extent of such section. 7amleh's failure to exercise any right, power or remedy hereunder or under any law or in equity, shall not constitute a waiver by 7amleh of its rights to exercise any such or other right, power or remedy. These Terms and any rights or privileges granted to You hereunder (including, without limitation, any account created in your name in any of the 7amleh Websites) may not be assigned by You to any party without 7amleh's prior written consent. Nothing in these Terms confer any right, benefit or remedy on any third party person or entity. Any claim or cause of action You may have with respect to these Terms or the 7amleh Websites and the Features, must be commenced within 12 months after the claim or cause of action arises, otherwise, such claim or cause of action will be barred.