TERMS, CONDITIONS AND DISCLOSURES

Effective Date: July 20, 2021

1. INTRODUCTION

By accessing, using and/or registering on any aspect of The Hadassah Foundation Inc.'s ("Hadassah Foundation") website (the "Website") you certify that you have read, understand and agree with these Terms, Conditions and Disclosures (the "Terms and Conditions") in full and represent and warrant that you have the right, authority and capacity to agree to and abide by all of the Terms and Conditions. Hadassah Foundation reserves the right to modify, alter or update these Terms and Conditions at any time and your continued use of the Website constitutes your agreement to be bound by such modifications, alterations or updates. If Hadassah Foundation decides to change its Terms and Conditions, Hadassah Foundation will post such changes on this web page. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change. You should periodically review the policies set forth in the Terms and Conditions to ensure that you are familiar with them. If you do not accept the Terms and Conditions in full, please do not use the Website. You must be at least 18 years of age to use our Website, and by continuing to use this Website, you certify that you are at least 18 years of age. HADASSAH FOUNDATION ASSUMES NO RESPONSIBILITY FOR CONSEQUENCES RESULTING FROM THE USE OF THE INFORMATION ON THE WEBSITE, including, without limitation, any advertisements on the Website, or in any respect for the content of the information on the Website, including, but not limited to, errors or omissions, the accuracy or reasonableness of factual or scientific assumptions, studies or conclusions, the defamatory nature of statements, the ownership of copyright or other intellectual property rights, or the violation of property, privacy or personal rights of others. AS FURTHER SET FORTH IN SECTION 5 BELOW, HADASSAH FOUNDATION IS NOT RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF YOUR USE OR UNAUTHORIZED USE OF THIS WEBSITE OR THE USE, REFERENCE TO OR RELIANCE ON INFORMATION CONTAINED ON THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, ADVERTISEMENTS. Hadassah Foundation reserves the right to terminate any registrations or accounts granted to you with respect to the Website or to revoke any or all access and use authorizations granted to you with respect to the Website in its sole discretion. Hadassah Foundation reserves the right to take such action with or without notice, for any reason or no reason, and without liability. Hadassah Foundation may investigate any complaints or reported violations of the Terms and Conditions and take any action Hadassah Foundation deems to be appropriate in such instance, including, but not limited to, technical, legal or other action Hadassah Foundation considers to be appropriate to enforce the Terms and Conditions or remedy your breach or violation of same. Hadassah Foundation may discontinue or alter all or any portion of our Website or services contained thereon at any time in our sole discretion and without notice or explanation and without liability. To view Hadassah Foundation's Privacy Statement for important information and disclosures relating to the collection and use of your personal information in connection with the Website, please use the link provided on the Website.

2. LINKS

Hadassah Foundation does not endorse, approve, certify or control external Internet addresses listed on this Website or the companies, organizations or websites to which this Website is linked, and does not guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of information located on such other websites. Hadassah Foundation reserves the right to terminate any link at any time. Hadassah Foundation is not responsible for the content of any linked website or any link contained on any linked website. Unless specifically stated on this Website, Hadassah Foundation does not endorse any companies, organizations, products or services listed on this Website or to which this Website is linked and reserves the right to note such on its Website pages. Reference on any third party websites linked to this Website to any commercial product, process or service by trade name, trademark, service mark, manufacturer or otherwise does not constitute or imply endorsement, recommendation or favoring by Hadassah Foundation. If you decide to access such third party websites, you do so entirely at your own risk and your use thereof will be governed by the terms and conditions of that third party website. Use of any information on such other websites is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy and timeliness.

3. DISCLAIMER

YOU EXPRESSLY AGREE AND ASSUME FULL AND COMPLETE RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE AND THE INTERNET. THIS WEBSITE AND ALL PRODUCTS AND SERVICES OFFERED ON OR THROUGH THIS WEBSITE. INCLUDING, WITHOUT LIMITATION, ADVERTISEMENTS, ARE PROVIDED ON A STRICTLY "AS IS" AND "AS AVAILABLE" BASIS; HADASSAH FOUNDATION DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES. INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY, AND MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, TIMELINESS OR COMPLETENESS OF THIS WEBSITE, ITS APPROPRIATENESS FOR A PARTICULAR PURPOSE, ITS CONTENT, THE CONTENT OF ANY ADVERTISEMENTS ON THIS WEBSITE. OR THE CONTENT OF ANY OTHER WEBSITES LINKED TO OR MENTIONED ON THIS WEBSITE. HADASSAH FOUNDATION DOES NOT WARRANT OR REPRESENT THAT THE WEBSITE OR ANY SERVICE ON THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THIS WEBSITE OR THROUGH ITS SERVERS IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS EVEN IF HADASSAH FOUNDATION OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION ARISING OUT OF YOUR USE OF THE MATERIALS ON THIS WEBSITE.

4. COPYRIGHTS, TRADEMARKS AND INTELLECTUAL PROPERTY

This Website is owned by Hadassah Foundation and no information, software, content or other material from this Website, unless such right is otherwise expressly granted herein, may be copied, modified, reproduced, republished, uploaded, downloaded, posted, transmitted, disseminated or distributed in any way without the prior written permission of Hadassah Foundation. You further agree not to copy or adapt the HTML or other software code Hadassah Foundation or its contractors create to generate the pages of this Website. Hadassah, The Hadassah Foundation, the H logo, Hadassah The Power of Women Who Do, Every Beat Counts: Hadassah's Heart Health Program, The Uplift Project, Morningstar Founded by Hadassah, Keepers of the Gate, the Harp, and Check It Out and its logos are trademarks or registered trademarks of Hadassah, The Women's Zionist Organization of America, Inc. ("HWZOA"), in the U.S. and other countries as well. All names, logos and marks appearing in this Website, except in third party advertisements or as otherwise noted, are trademarks owned or used by Hadassah Foundation and its affiliates, including HWZOA, which may only be used with the express written permission of Hadassah Foundation and HWZOA (as applicable). For the avoidance of doubt, none of the content or Hadassah Foundation or HWZOA-owned trademarks on this Website may be reproduced, downloaded, disseminated or published in any form without the prior written permission of Hadassah Foundation and HWZOA (as applicable). Except for user-provided Content (defined in Section 7 below), the content of all material available on this Website is licensed to or copyrighted by Hadassah Foundation and protected by U.S. and worldwide copyright and trademark laws and treaty provisions unless otherwise indicated. All rights are reserved and the use or misuse of the trademarks and other content on this Website is strictly prohibited.

Procedure for Notification of Claimed Copyright Infringement:

Hadassah Foundation respects the intellectual property rights of others. If you believe that your copyrighted work has been uploaded, posted or copied to this Website or is accessible on this Website in a way that constitutes copyright infringement, please notify Hadassah Foundation by providing its designated copyright agent listed below with the following information:

- (1) The physical or electronic signature of either the copyright owner or of a person authorized to act on the copyright owner's behalf;
- (2) A description of the copyrighted work you claim has been infringed, or, if multiple copyrighted works on this Website are covered by a single notification, a representative list of such works;
- (3) Identification of the URL address or other specific location on this Website where the material or activity you claim to be infringing is located or is occurring (you must include enough information to allow Hadassah Foundation to locate the material or the activity);
- (4) Information reasonably sufficient to permit us to contact you, such as your name, address, telephone number and e-mail address;

- (5) A statement by you that you have a good faith belief that use on this Website of the copyrighted work in the manner of which you are complaining is not authorized by the copyright owner, any agent of the copyright owner or the law; and
- (6) A statement by you, made under penalty of perjury, that the information you have provided in your notice is accurate and that you are either the copyright owner or are authorized to act on behalf of the copyright owner.

Notices of claims of copyright infringement with regard to this Website should be directed in writing to Hadassah Foundation's designated agent for receipt of such notices at:

Name: Legal Department, HWZOA Address: The Hadassah Foundation, Inc. 40 Wall Street, 8TH Floor New York, NY 10005

Attention: General Counsel Facsimile: 212-303-7436

Hadassah Foundation will respond in accordance with applicable law, including but not limited to, removal of the challenged content from the Website.

5. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ON THE WEBSITE, NONE OF THE HADASSAH ENTITIES (AS HEREINAFTER DEFINED) SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND (including, but not limited to, lost profits) that result in any way from (i) your use of or inability to use this Website; (ii) your reliance on or use of information, services or merchandise provided on, through, or advertised on this Website; (iii) the activities, acts and omissions that occur in, from, through or under any username and password granted to you with respect to this Website; (iv) the theft or misappropriation of any username or password granted with respect to this Website, disclosure of any such username and password, or your authorization of anyone else to use any such username and password; (v) any material uploaded, posted, emailed, transmitted or otherwise made available via this Website by you or any other users of the Website and all interactions that you may have with other users on this Website or (vi) any mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance or the content of this Website and any advertisements contained on it, any website linked to this Website or any website mentioned on this Website, in each case, even if Hadassah Foundation or its authorized representatives are aware of or have been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law, or \$10, whichever is less. If you are dissatisfied with this Website or with any terms, conditions, rules, policies, guidelines or practices of this Website, your sole and exclusive remedy is to discontinue using this Website. Opinions, advice and all other information expressed by users posting content on

the Website represent the views of those users who posted such content and not those of Hadassah Foundation. As set forth in Section 3 above, HADASSAH FOUNDATION MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE INFORMATION MADE AVAILABLE OR EXPRESSED BY ANY USERS IN ANY PUBLIC AREAS OF THE WEBSITE. HADASSAH FOUNDATION SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY ABUSIVE, OBSCENE, PROFANE, SEXUALLY EXPLICIT, THREATENING, RACIST, ANTI-SEMITIC OR ILLEGAL MATERIAL POSTED BY ANY USER IN ANY PUBLIC PORTIONS OF THE WEBSITE. Anyone using or viewing such public areas does so at their own risk. Hadassah Foundation shall have no obligation to monitor, edit or censor such public areas. Notwithstanding the foregoing, Hadassah Foundation reserves the right (but shall not have the obligation) to review and remove (without notice) any material that it deems inappropriate in its sole and absolute discretion. You understand, acknowledge and agree that Hadassah Foundation assumes no responsibility for the deletion of any content that you post, transmit or share, or any failure to store, receive or deliver any content in a timely manner. If you choose to remove any of your Content (as defined in Section 7 below) from the Website, the license to display your Content that you granted to Hadassah Foundation pursuant to Section 7 of these Terms and Conditions will automatically expire, however you acknowledge that Hadassah Foundation may retain archived copies of your Content. There is no guarantee that any of your submissions will be posted and there may be a time lag between submission and posting. You are solely responsible at your sole cost and expense for creating backup copies and replacing any content you post or store on the Website or provide to Hadassah Foundation.

6. SECURITY

You are encouraged to use encrypted messages when transmitting any sensitive information to or using this Website, especially financial and credit card information. Portions of the Website are password protected and are to be accessed only by authorized registered users. Any username and password granted to you to access any password protected portion of the Website is personal to you and you cannot allow anyone to use your account under any circumstances. It is your responsibility to protect the security of your password and for restricting access to your account. You agree to accept responsibility for all activities that occur on your account or with your password. If you believe that your password has been compromised, contact us immediately at hadassahfoundation@hadassah.org so that we can work with you to reset your account. Hadassah Foundation reserves the right to take any and all action it deems necessary to maintain the security of the Website and your account, including, without limitation, terminating your account and changing your password. HADASSAH FOUNDATION MAY SUSPEND, CANCEL OR EDIT YOUR ACCOUNT AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR EXPLANATION. Neither this Website nor Hadassah Foundation have control over the Internet or any users thereof, can prevent the interception by unauthorized parties of any information transmitted using this Website, or guarantee that unauthorized parties may not be able to obtain access to or decrypt encrypted messages. Accordingly, UNDER NO CIRCUMSTANCES WILL HADASSAH BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED BY YOU AS THE RESULT OF THE UNAUTHORIZED INTERCEPTION OR DECRYPTION OF INFORMATION TRANSMITTED ELECTRONICALLY BY YOU TO

HADASSAH FOUNDATION OR FOR ANY INFORMATION TRANSMITTED USING THIS WEBSITE.

7. OBLIGATIONS OF USER

Your use of the Website is subject to all applicable local, state, and national laws and regulations, and in some cases, international treaties. In connection with your access and use of this Website, you agree that you will not violate or infringe on any intellectual property or other right of any person or entity, including but not limited to copyrights, trademarks, privacy, publicity or other personal or proprietary rights, or violate any statute, regulation, ordinance, treaty or law. In consideration for your use of the Website, you agree to (i) provide accurate, current and complete information about yourself as may be prompted by any registration forms on the Website and (ii) maintain and properly update such information and any other information you provide to Hadassah Foundation through this Website, to keep it accurate, current and complete. You agree not to supply any incomplete, false, fraudulent or inaccurate biographical information or general information which is not your own information, impersonate another person, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity when accessing or participating in any public features or activities of or on the Website. Subject to the terms set forth herein, any materials, including, but not limited to, text, photos, videos, files, profiles, information or other content you upload, post or otherwise transmit to Hadassah Foundation over the Internet (collectively, "Content") is, and will be treated as, nonconfidential (unless otherwise protected from disclosure by Hadassah Foundation's Privacy Statement or as otherwise required by law) and non-proprietary. By transmitting or posting any Content to this Website you (i) certify that you own the Content or have the proper rights to use, transmit and share the Content and to allow Hadassah Foundation and its affiliates to use the Content as set forth in the following license; (ii) hereby grant The Hadassah Entities a worldwide, non-exclusive, royalty-free, perpetual, sub-licensable (through multiple tiers) right and license to use the Content for any purpose, including reproduction, storage, transmission, dissemination, publication, modification, adaptation, translation, creation of derivative works, distribution, communication to the public, performance, exploitation, display, broadcast and posting (in whole or in part) and to incorporate it in other works in any form, media or technology now known or later developed without any compensation to you or to anyone else; and (iii) waive all moral rights in the Content. You agree not to transmit any unlawful, threatening, inflammatory, harassing, libelous, defamatory, obscene, racist, anti-Semitic, sexually explicit, abusive, pornographic, profane or illegal Content of any kind or any Content that could constitute or encourage conduct that would be considered a criminal offense, result in civil liability or violate any regulation, treaty or law. You agree not to transmit any Content or software which contains a virus, cancelbot, Trojan horse, spyware, worm or other harmful component. You agree not to aggregate, copy, duplicate, transmit or distribute in any way any portion of this Website. You agree not to supply any false, fraudulent or inaccurate information (including credit card or other payment mechanism data) in connection with making donations or purchases from this Website or in any other use of this Website. You agree not to register for more than one user account on the Website or register for a user account on behalf of an individual other than yourself. You agree not to violate or attempt to violate the security of this Website, including without limitation, (a) accessing data not intended for your access or logging into a server or account which you are not authorized to access; (b) attempting to probe, scan or

test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user of this Website, host or network, including without limitation, via any activity of overloading, "flooding," "spamming," "mailbombing" or "crashing" this Website or its associated services; (d) collecting email addresses or other contact information of other users, including, without limitation, sending unsolicited e-mail, including for promotions and/or advertising of products or services; (e) uploading, posting, transmitting, sharing or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation; or (f) forging any TCP/IP packet header or any part of the header information in any e-mail or posting. You agree not to (i) delete or revise any material posted on this Website; (ii) use any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity conducted on the Website; (iii) take any action which imposes an unreasonable or disproportionately large load on the Website's infrastructure; (iv) if you have a password, allow access to a password protected area of this Website by, disclose to or share your password with any third-party or use your password for any unauthorized purpose; (v) use or attempt to use, without Hadassah Foundation's permission, any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate, scrape, or search this Website other than the search engine and search agents available on this Website and other than generally commercially available thirdparty web browsers (e.g., Google Chrome, Mozilla Firefox, Microsoft Edge); (vi) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of this Website; or (vii) frame or link to any of the content or information available from this Website without Hadassah Foundation's permission. If you submit any Content, including, feedback, ideas, artwork, concepts, inventions, writings or other similar creative suggestions about this Website and its activities to Hadassah Foundation, you grant Hadassah Foundation the license rights described in this Section 7 with respect to such Content, without compensation to you or any other person who submitted the Content. As previously stated herein, none of the Content shall be subject to any obligation of confidence and Hadassah Foundation shall not be liable for any use or disclosure of any Content. You may not resell or assign your rights or obligations under these Terms and Conditions. You also may not use information or communications available through or on the Website for any unauthorized commercial or political purposes.

8. INDEMNIFICATION

You agree to indemnify and hold HWZOA, Hadassah Medical Relief Association, Inc., Hadassah Foundation, and each of their respective affiliates, related entities, officers, directors, employees, volunteers, members, agents, representatives, successors, assigns and licensees (hereinafter "The Hadassah Entities") harmless from any and all claims arising out of or relating to any Content you post, transmit, or share on or through the Website, your conduct in connection with the Website or any breach of any of your obligations under these Terms and Conditions. Without limiting the foregoing, you agree to indemnify The Hadassah Entities for claims based on any message you post on or material you transmit through this Website including without limitation, claims for libel, slander, infringement of copyright, patents or trademarks, misappropriation of trade secrets or invasion of privacy.

9. GOVERNING LAW

The Hadassah Foundation, Inc., owner of this Website, has its principal office located in the City of New York, in the State of New York. Accordingly, the contract reflected in these Terms and Conditions shall be deemed to have been made and performed in New York. It shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York. You hereby agree that any and all disputes arising out of or in connection with your use of this Website will be brought exclusively in the state or federal courts located in the City of New York, and you consent to the personal jurisdiction of such courts for the purposes of resolving any such dispute. YOU HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.

10. EXPORT

You may not download or otherwise export or re-export any software made available by this Website, or any underlying information or technology (collectively, "Technology"), except in full compliance with all United States and other applicable laws and regulations. By downloading any software made available by this Website, you are agreeing to the foregoing and you are representing and warranting that you are not personally included on or located in, under the control of or a national or resident of any country included on a U.S. government list of prohibited or restricted parties. In particular, but without limitation, Technology may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed countries; (ii) to anyone on either of the U.S. Treasury Department's (x) Specially Designated Nationals and Blocked Persons List or (y) Sectoral Sanctions Identifications List, or the U.S. Department of Commerce Table of Deny Orders; or (iii) otherwise in violation of or as prohibited by the laws, rules, regulations or administrative orders of the U.S., or any unit, agency or department thereof.

11. NO RELIANCE

Any advice contained on this Website is not intended as a substitute for consulting with a professional advisor, such as your physician, attorney or accountant. The materials contained on this Website have been designed with the understanding that Hadassah Foundation is not engaged in rendering professional advice. No reliance should be made on the information contained on this Website without first consulting a professional advisor.

12. GENERAL

These Terms and Conditions and Hadassah Foundation's Privacy Statement, available on the Website, constitute the entire agreement between you and Hadassah Foundation regarding the use of this Website and supersede any prior agreements between you and Hadassah Foundation relating to your use of this Website. If any provision of these Terms and Conditions or Hadassah Foundation's Privacy Statement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of any term of these Terms and

Conditions or of Hadassah Foundation's Privacy Statement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of this Website, a particular "Legal Notice," or Software License or material on particular web pages, these Terms and Conditions and Hadassah Foundation's Privacy Statement constitute the entire agreement between you and Hadassah with respect to the use of this Website. The headings and sections identified in these Terms and Conditions and Hadassah Foundation's Privacy Statement are for convenience and are not intended to be used for the interpretation of any term or condition.

13. PAYMENT AND CANCELLATION POLICIES

All Hadassah Foundation programs, trips, and activities (individually, a "Program" and collectively, "Programs") are subject to their own payment and cancellation policies. All prices and itineraries for Programs are subject to change. Please refer to the individual Program policies for more information.

14. PROHIBITED TRANSACTIONS

You agree not to engage in any transactions or commercial activities with Hadassah Foundation that are prohibited under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order (including, but not limited to the September 23, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental action, as same may be amended or modified at any time and from time to time.

15. CONTACT US

For further information, or inquiries about these Terms and Conditions, please contact:

Address: The Hadassah Foundation, Inc.

40 Wall Street, 8th Floor New York, NY 10005

Phone: (212) 836-4501

Email: hadassahfoundation@hadassah.org