

1. Website Usage

Violating any of the following is liable for legal action:

1. Use of the Website in non-compliance with the provisions of these terms of use.
2. Impersonate any other person or legal entity.
3. Provide wrong or incorrect or inaccurate details when ordering from or using the Website.
4. Download, send or transmit any material containing any kind of computer virus or any other computer code which is designed to destroy, disrupt or limit the use (including any use other than fair, reasonable use of the Website) of any of the computers, servers, hardware and software used by the Company for the purpose of providing the services on the Website.
5. Disseminate spam or flood the Website servers with any other mail.
6. Change, process, adjust, sublicense, translate, sale, reverse engineer, dismantle or recombine any of the parts of the code composing the Website and such actions with respect of the hardware and software used for rendering the services through the Website.
7. Infringe in any way any copyright, trademarks or any other intellectual property rights involved with the Website.
8. Frame and/or mirror the services (or any part thereof) or any part of the Website in another website and/or as part of another service, without obtaining the Company's explicit, written consent.
9. Use any robot, spider, retrieval engine and search of information or any other automatic or manual tool which is designed to index, retrieve and locate information on the Website or any such tool which is designed to expose the structure of the database and code on the Website.
10. Disrupt in any way and/or interrupt the use of the Website, including by disrupting the function of the server and/or computer network connected to the Website.
11. Post or send through the Website any illegal, immoral or offensive material or message.
12. Make any illegal use of the Website, including (but not limited to) infringement of copyright or intellectual property rights of the Company or any other third party.
13. Without derogating from the foregoing, the Company may remove or edit messages posted on the Website without its explicit, written consent.

2. Cookies

1. A "cookie" is a small text file which is transferred to the hard disk on the User's computer by the Internet server. The Website uses cookies for the Website servers to identify the Users quickly and efficiently. The information stored on the cookies and used by the Company is encrypted such that the Company exclusively may read and understand this information.
2. By agreeing with these terms of use you allow the Company to implant cookies on your computer, use the information stored on these cookies and identify you through this information.

3. Through these cookies the Company may, at its discretion, advertise information about itself in various websites on which you surf (hereinafter: "Third Party Suppliers"). During your use of these websites, information may be collected about you and the Company may use it for adjusting the advertising content that shall be displayed to you for topics that interest you. It is clarified that the Company is not responsible for the operation of Third Party Suppliers' websites or to the content offered on them.

3. Purchases

1. To ensure an efficient, smooth placing of Orders, the User shall feed in all the required details on the Website, fully and accurately. It is clarified that in any event of providing wrong details (in whole or in part), the Company shall not be responsible for any delay in the delivery or for the purchased Product not arriving to its destination. In addition, if Products are returned to the Company as a result of providing wrong details, the orderer shall be charged with payment for delivery and handling fee (including any damage or expenses incurred by the Company as a result).

2. Upon placing an Order, the User's credit card details shall be checked. In the event that the credit card company does not confirm the Purchase, a suitable notice shall be sent to the User and he will be requested to provide another method of payment.

3. Following receipt of the credit card company's confirmation to proceed with the Order, the Order shall be forwarded for supply purposes according to the details provided by the Customer.

4. When the Order process on the Website is completed, the User shall receive an e-mail message that includes the Order details and confirms that the Order has been received by the Company's systems. If such e-mail message has not been received within two Business Days of the Order Placement Date, it is assumed that the Order has not been received by the Company's systems and it is the User's responsibility to contact the Company in this regard. It is clarified that such e-mail message does not constitute an undertaking on the part of the Company to supply the Product.

5. Confirmation of the Order depends on the Product being on stock at the Company's warehouse on the Order date. Notwithstanding the foregoing, if the Product is not indicated as unavailable, the Company shall not be responsible to supply it and the User shall have no claim, demand or contention in this regard. To remove any doubt, it is clarified that the Company shall refund the User for any amount he paid and/or cancel the charge for the Order.

6. The details of the Purchase, as entered by the User, and record of the transaction on the Company's computers shall constitute conclusive proof of the correctness of the action.

7. The Company reserves the right to decline an Order, for any reason and at its sole discretion.

4. Supply and Delivery

1. A Product ordered through the Website shall be supplied by a delivery company or shall be self-collected (with prior coordination with the Company), at the Client's choice, as has been notified to the Company on the Order Placement Date. The Company reserves the right to disapprove self-collection or delivery by customer with respect of specific Products.

2. Delivery fee shall be determined in accordance with the method of delivery chosen by the Customer when placing the Order. The Delivery fee shall be displayed at the end of the Order process and be charged when placing the Order. In the event of a transaction paid in installments, the delivery fee may be charged as part of the first installment.

3. It is clarified that the delivery fee specified on the Website is exclusive of special transportation (including, but not limited to, transportation to a high floor or without an option for transportation by elevator) or delivery outside of the State of Israel (including beyond the Green Line). In the event of special transportation, the Company may charge an extra fee in addition to the regular delivery fee.

4. In any event of supply of a Product via courier service, the courier company shall coordinate the supply date directly with the Customer. The Product shall only be delivered subject to presenting the Order documents by the Customer or anyone on his behalf and to signing by the Customer or anyone on his behalf of a delivery receipt confirmation.

5. The Company shall do its best to supply the Product at the shortest timeframe possible or on the date requested by the Customer, as applicable. Notwithstanding the foregoing, it is clarified that the Company is not responsible for any delay in the supply of the Product as a result of circumstantial events which are not under its control (including, but not limited to, computers' bugs or faults in the telephone systems, strikes, deeds and/or failures of the Israel Postal Company or the courier service) and the Customer shall have no claim, demand or contention against the Company in this regard.

5. Cancellation of transactions, Product return policy and changing Order details

1. Cancellation of a Purchase may be possible within 14 days of the later of: the Product Supply Date or the disclosure delivery date as defined in Section 14C(b) of the Consumer Protection Law, 5741-1981.

2. A cancellation notice shall be delivered by Fax No. 03-5703974 or e-mail address info@madebyair.com. In the cancellation notice the Customer shall detail the Order Placement Date, Order No. and reason for which he wishes to cancel the Order.

3. In any event of cancelling an Order not due to a defect or unsuitability, the Customer shall be refunded with the amount of consideration he paid within 7 days of the date on which the Company receives the cancellation notice, less cancellation fee at the lower rate of: 5% of the total transaction amount or NIS 100.

4. Returning a Product, in the event of cancelling an Order not due to a defect or unsuitability, shall be at the Customer's expense. The Product shall be returned when it is intact and in a proper condition, in its original package, together with the original invoice, within 14 days of the Product Supply Date. It is clarified that the Company has exclusive discretion as to the condition and intactness of any such returned Product.

5. Changing an Order Mailing Address shall not be possible after completing the Order placing process.

6. Customer Services

1. With regard to any question relating to the Products displayed on the Website and/or in connection with the Website and the activity thereon, you may contact the Company's customer service directly on info@kitepride.com or by phone number 054-705060.

2. The particulars of the manufacturer or importer, including address and contact details, shall appear on the purchased Product.

7. Company's liability

1. The Company and/or anyone acting on its behalf shall not be liable to or bear any direct or indirect damage incurred by the User and/or any third party as a result of using or purchasing through the Website in non-compliance with these terms of use, regardless of the cause of action, including (but not limited to) loss of income and/or prevention of profit caused due to any reason.
2. In the event of a copying error in a Product description, this shall not bind the Company.
3. In any event, the Company shall have no liability that exceeds the value of the purchased Product or any indirect or consequential damage.
4. The Company is not responsible for any use the Customer makes in non-compliance with the instructions of the manufacturer and/or the Company. 9.5. The Company shall not be responsible towards the User or anyone acting on his behalf, whether directly or indirectly, to any loss or damage deriving from the use of the Website or from inability to use the Website.

8. Privacy policy, database and direct mailing

1. The information provided by a User shall not be disclosed by the Company to any third party, excluding in the following events: (a) if it is required to do so by a judicial order or pursuant to the law; (b) if it receives a warning that legal proceedings are taken against it for actions performed by the User or in any event of contention, claim, demand or legal proceedings between the User and the Company; (c) if the Company organizes its activity under another entity, including merger with another entity or integration in which case the Company shall ensure that the third party into which it merges shall assume the provisions of this privacy policy; (d) if a claim is made or the Company suspects that the User committed or commits an act or omission that harm or may harm the Company or anyone on its behalf or any third party; (e) if a claim is made or the Company suspects that the User used the Website or was assisted thereby for committing an illegal action or for encouraging such action; (f) if a claim is made or the Company suspects that the User violated any of the Website terms of use or any other agreement with the Company or anyone on its behalf; (g) if and inasmuch that this is required for the Company's activity, such as forwarding details to importers, credit card companies (for the purpose of placing Orders via the Website), employees, subcontractors and other entities which are partners or involved with operating the Company's activity. The Users shall have no contention, demand or claim against the Company in connection with such disclosure of details and they hereby waive any such contention, demand or claim.
2. Completing the registration form to the Website constitutes the User's consent that his particulars and any detail produced based on the analysis of these particulars and any information about him that reached or may reach the Company shall be held in one or more database of the Company or anyone acting on its behalf and that such information may be used according to the following purposes: (a) for the purpose of marketing, advertising, sales, promotion and sales and for the purpose of contacting the User in any way, including by way of direct mailing by any means of communication the Company may deem fit; (b) for the purpose of encouraging loyalty, analysis and statistical research, conducting surveys and any other online use in connection with marketing topics; (c) for internal purposes, such as investigating complaints and audits; (d) for purposes of mailing marketing and advertising material, including by cookies.
3. The Company shall not be deemed to have violated privacy pursuant to the Protection of Privacy Law, 5741-1981 or to have breached Users' privacy due to any information, as defined in the Computers Law, 5755-1995, which would identify a User or which would enable another to follow him and which derives from using electronic means of communication in general and computers communication in particular.
4. The User warrants that he knows that he is under no legal obligation to provide his details and that he provides this information out of his free will and consent. The User hereby explicitly agrees to the

above use of the details he completed and confirms that using them shall not constitute breaching his privacy and shall not entitle him to any remedy and/or compensation.

9. Copyright

1. The Website is the Company's exclusive property and the Company is the owner of the copyright, trademarks (whether registered or not), trade secrets and all the intellectual property rights therein. These rights apply, inter alia, to the data on the Website, including the list of Products, the Products and their design, icons, logos, graphics and any information and/or display featured on the Website or any other detail relating to the operation of the Website.

2. Any commercial use, copy, duplication, dissemination, sale, marketing and translation of any information on the Website is prohibited, including (but not limited to) trademarks, images and texts, Product design, Product pictures etc., without obtaining the Company's prior, written consent.

3. The Company reserves the right to remove from the Website any information that infringes any intellectual property rights.

10. Miscellaneous

1. The headings of sections are for the sake of convenience and orientation only and shall not be used for construing the Website terms of use.

2. The Website terms of use are not a third-party contract and do not confer any right upon any third party.

3. No waiver, refraining from action or giving an extension by the Company shall be deemed as the Company's waiving its rights under the terms of use or any law, shall not constitute any precedent with respect of any other case and shall not prejudice the Company's right to exercise its rights under these terms of use or any law at any time.

4. If any competent court or authority determines that one or more of these terms of use is invalid, this shall not affect the validity of the other terms of use.

5. The applicable law with respect of the activity on the Website, including the Website terms of use, is exclusively the Israeli law. The sole, exclusive jurisdiction to deliberate any matter relating to the activity of the Website and/or the Website terms of use is given to the competent court in Tel Aviv-Yafo.

6. Notices shall be delivered to the Company by the e-mail address indicated above. Any notice shall be deemed to have been delivered 24 hours of the date of sending such e-mail, excluding when the User receives a warning that the e-mail address is wrong or that the email transmission process failed.

7. The Company reserves the right to close the Website or cancel any Order that was placed on the Website, at its sole discretion and without being required to provide a prior notice.

8. The Company's address is Post Box 39283, Tel Aviv 6139201, Tel 054-705060.

9. These terms of use have been last updated on 18.10.16 and may be changed at any time by the Company, at its sole discretion and without being required to provide a prior notice.