

PLEASE READ THE ENTIRE AGREEMENT. YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND KKL-JNF. BY SUBMITTING THE GOOGLE FORM FOR THE ENROLLMENT TO THE AFFILIATE PROGRAM OF KKL-JNF, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Overview:

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in KKL-JNF's Affiliate Program. The purpose of this Agreement is to allow affiliate linking between your website, social media, business, or digital and communications outlets and the KKL-JNF websites. Please note that throughout this Agreement, "we," "us," and "our" refer to the KKL-JNF, and "you," "your," and "yours" refer to the affiliate partner.

2. Affiliate Obligations:

2.1. To begin the enrollment process, you will complete and submit the application process with a KKL-JNF representative. We may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our Program, including if it:

2.1.1. Promotes sexually explicit materials

2.1.2. Promotes violence

2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Promotes illegal activities

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.

2.1.9. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are KKL-JNF or any other affiliated business.

2.2. KKL-JNF reserves the right, at any time, to review your placement and approve the use of your links and require that you change the placement or use to comply with the guidelines provided to you.

2.3. The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

2.4. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

3. KKL-JNF Rights and Obligations:

3.1. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our website are appropriate and to notify you further of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the KKL-JNF Group Affiliate Program.

3.2. KKL-JNF reserves the right to terminate this agreement and your participation in the KKL-JNF Affiliate Program immediately and without notice should you commit fraud in your use of the KKL-JNF Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, KKL-JNF shall not be liable to you for any commissions for such fraudulent sales.

3.3. This agreement will begin upon our acceptance of your Affiliate application and will continue unless terminated hereunder.

4. Termination:

Either you or we may end this Agreement at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail or email. In addition, this agreement will terminate immediately upon any breach of this agreement by you.

5. Modification:

We may modify any of the terms and conditions in this agreement at any time at our sole discretion. In such an event, you will be notified by email. Modifications may include but are not limited to, changes in the payment procedures and KKL-JNF Group Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this agreement. Your continued participation in KKL-JNF Group Affiliate Program following the posting of a change notice or a new agreement on our site will indicate your agreement to the changes.

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6. Payment and Collection:

KKL-JNF uses a third-party software for tracking. Kindly review the payment terms and conditions:

6.1. Payouts will be based upon a minimum balance remaining \$500

6.1.2.1 The commission fee of Paypal will be deducted from the payout of the Affiliates (currently the commission is 2.9% in paypal)

6.2. Given the partner's balance reached the required minimum, payouts will be conducted based on the next 30 days. For example, the partner's balance due is 550.00 USD on December 31st, payment will be made no later than January 31st to the affiliate partner.

6.4 Commissions can be collected upon request; given that your account has reached the required minimum amount for payout. This means that the affiliate has the right to allow the commissions to accumulate prior to being collected.

7. Invoicing:

7.1. A legally acknowledged document in the form of a payment request/Sales Invoice/Statement of Account is required in order to perform a payment, followed by an Official Receipt once payment has been posted.



8. Promotion Restrictions:

8.1. You are free to promote your own websites, but naturally any promotion that mentions KKL-JNF could be perceived by the public as a joint effort. You should know that certain forms of advertising are always prohibited by KKL-JNF. For example, advertising commonly referred to as “spamming” is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote KKL-JNF so long as the recipient is already a customer or subscriber of your services or website, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote KKL-JNF so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your websites as independent from KKL-JNF. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the KKL-JNF Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

8.3. Affiliates are not prohibited from keying in prospect’s information into the lead form as long as the prospects’ information is real and true, and these are valid leads



8.4. Affiliate shall not transmit any so-called “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited KKL-JNF site (i.e., no page from our site or any KKL-JNF content or branding is visible on the end-user’s screen). As used herein a. “Parasiteware™” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of KKL-JNF site in IFrames, hidden links and automatic pop ups that open KKL-JNF site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

8.5 Affiliates will not be allowed to run paid campaigns on Google, Yahoo Bing, or Yandex using the keywords KKL-JNF, JNF, or any of its variations.



9. Grant of Licenses:

9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the “Licensed Materials”) that we provide to you or authorized for such purpose.

9.2. Each party agrees not to use the other’s proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10. Disclaimer:

**KKL-JNF MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING KKL-JNF WEBSITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, , ANY IMPLIED WARRANTIES OF KKL-JNF ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS
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11. Representations and Warranties:

You represent and warrant that:

11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

11.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

12. Limitations of Liability:

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUIT.

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WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL KKL-JNF CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

13. Indemnification

You hereby agree to indemnify and hold harmless, KKL-JNF and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, licenses, intellectual property, or other proprietary rights of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

14. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiations or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

15. Miscellaneous

15.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and KKL-JNF. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section.

15.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3. This Agreement shall be governed by and interpreted in accordance with the laws of Israel without regard to the conflicts of laws and principles thereof.

15.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

15.5. This Agreement represents the entire agreement between us and you and shall supersede all prior agreements and communications of the parties, oral or written.

15.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

