

Site privacy policy and terms of use

At: www.plumas.org.il

Welcome to the website of Plumas Arts Foundation (R.A.) (the “Site”).

Use of the Site constitutes consent, without qualification, to the terms and conditions included in these “Terms of Use”. Therefore, we would appreciate if you would dedicate some time to reading these terms and conditions carefully before using the Site.

The Site is managed and operated by **Plumas Arts Foundation (R.A.) no. 580365849** (hereafter: the “**Foundation**”). Wherever the absence of the Foundation’s responsibility is specified, the intention is also to the absence of responsibility of its employees, managers, members of the association, and persons acting on its behalf or in its stead.

The Foundation reserves the right to update these Terms of Use, from time to time, at its discretion, and without the need to deliver prior notice. The modification will be valid from the moment it is posted. Upon every entry to the Site, the Terms of Use may be read in their most current version.

a. General

1. On the Site, users will be able, *inter alia*, to obtain general information about the Foundation, peruse the Foundation’s publications, submit applications for support, scholarships and grants for artists, and contact the Foundation.
2. The Site may include content, notices, photographs, text, clips etc. (in this paragraph: “**Information**” and/or the “**Content**”) which were provided to the Foundation by third parties (such as artists, art institutes, content creators, etc.). Therefore, it is clarified that use of the Content contrary to these Terms of Use may constitute an infringement of intellectual property rights belonging, by law, to such third parties, including and not only copyrights and/or any other right belonging to them.
3. The Site’s users are obligated to act in accordance with the provisions of any law, including the Prohibition on Slander Law, the Protection of Privacy Law, the Copyright Law, in good faith, bearing personal responsibility for not violating the law.
4. In view of the possibility that parts of the Information and the Content appearing on the Site were provided by third parties, which the Foundation is neither responsible for nor controls, the Foundation is not liable for a violation of intellectual property law, including infringements of copyrights, as well as the torts of slander, libel, a violation of privacy, or a breach of any other law, including the disclosure of private documents or personal secrets or private matters by such third parties.
5. The possibility granted to users to copy Information from the Site, including text and/or images and/or any other data, is limited to details in respect of which it is explicitly stated it may be copied, and in accordance with the Terms of Use stated. This possibility constitutes permission for personal and self-use, and not for marketing, advertising or commercial purposes.

6. In any use of Information, you are required to give proper credit to the owners of the information and to the Foundation in a clear and prominent manner. Wherever possible, reference or a link to the Site should be added.
7. The Site is open for the use of the general public. Some of the activities on the Site require advance registration.
8. Users who make use of the Site as part of their participation in the process of applying for support, scholarships and grants of the Foundation will be entitled to do so, in accordance with and subject to these Terms of Use, the provisions of the Foundation's rules for the distribution of support, scholarships and grants, and the provisions of any law.
9. The Foundation may prevent any person from using the Site, temporarily or permanently, at its sole discretion and without giving prior notice thereof, including in any one of the following cases:
 - a. Commission of an unlawful act and/or breach of the provisions of the law.
 - b. A breach of any of the terms and conditions of these Terms of Use.
 - c. Deliberate provision of erroneous details.
 - d. Performance of an act which may harm the proper activity of the Site and/or any of the suppliers and/or any third party.

b. Privacy policy

1. Use of the Site for purposes of an application for support, scholarships and grants, as the case may be, requires the filling out of registration forms and the entering of "sensitive information", as defined in the Protection of Privacy Law, 5741-1981. It is clarified that there is no legal obligation to fill out the registration form for applications for support, scholarships and grants, and that if you choose to do so of your own free will, and with your consent, the Foundation undertakes that the information that shall be provided in the application will be saved securely (as specified below) by the Foundation, and no use will be made thereof other than examination of your entitlement to support, scholarships and grants of the Foundation. The Foundation shall not deliver to third parties the sensitive information that shall be provided thereto without the consent of the provider of the information. For purposes of protection of this sensitive information, the Foundation operates according to the provisions of the **Protection of Privacy Law, 5741-1981 and the Protection of Privacy Regulations (Information Security), 5777-2017**.
2. The Foundation may collect and make use of information which is not sensitive as aforesaid and does not identify you personally, which shall have accumulated about you while you used and surfed the Site, in order to improve, enrich or modify the Site, and to update the services offered by the Foundation, including information regarding events, meetings, sending questionnaires, surveys and articles. The Foundation may also make use of such information for statistical purposes, for its exclusive needs and provided that the information does not relate to you personally or identify you personally. It is clarified and you agree that during use of and/or registration for the Site, the Foundation may place files on your computer which allow the Foundation to identify the user during use (cookies). These files may be removed through the browser you use and according to the instructions of the browser's creator.

3. The aforesaid notwithstanding, the Foundation may transfer users' personal details to a third party, including to the country's law enforcement authorities, in cases where there is a real concern that an act or omission that harms and/or may harm any third parties (such as a minor or a helpless individual) was committed or is about to be committed, or the Foundation received a judicial order instructing it to deliver the user's details to a third party and in any dispute or legal proceedings.
4. Information that is collected about you will be saved securely as aforesaid in a database duly managed by the Foundation.
5. Actual use of the Site constitutes your consent to this privacy policy and that information about you will be saved and managed in the database as aforesaid. In any event, use of the information included in a database as aforesaid will be made in accordance with the above provisions or pursuant to the provisions of any law.

c. Copyrights; intellectual property

1. The copyrights and intellectual property in the Site, in the services offered and in the information included therein is owned by the Foundation or by third parties which have authorized the Foundation to use the same in the framework of the Site.
2. Persons quoting from the content on the Site are obligated to state the source of the quote/s. It is prohibited to make any distortion, defect or other change in the material, or to cause any harm to a work, which may harm the dignity or reputation of the owner of the copyrights therein.

It is prohibited to copy, distribute, broadcast or publish the information in any place, format or at any time, and through any of the various forms of media (radio, television, the press, etc.), including digital means, without the prior written consent of the owners of the rights in the information. No commercial use shall be made of the Site, the database or the information included therein.

3. It is necessary to refrain from removing, deleting or disrupting any notice or mark regarding intellectual property rights, for example the copyright symbol ©, or trademark symbol ®, which accompany the content used.
4. The Foundation makes every effort to prevent violations of rights, and in the event that it is discovered that a violation has been committed, it shall make an immediate effort to remove the violative information immediately upon being approached by the owners of the rights in the information.

d. Links

1. There are links on the Site or referrals to other sites which do not belong to the Foundation and are intended for the users' convenience only, and allow content posted on the internet to be found (hereafter: the "**Other Sites**").
2. The content on the Other Sites is not posted by or on behalf of the Foundation, and it is not responsible for and does not control or supervise the same. The fact that the Site links to such content does not attest to consent to the content thereof, and constitutes no guarantee of the credibility, currentness or lawfulness thereof or of the practices of the owners of the content with respect to privacy and any other aspect involved in the operation thereof.

3. The following provisions shall apply to use of these links, and they do not derogate from the other provisions of the Terms of Use. With respect to links to the Other Sites, unless stated otherwise on this Site, there is no legal or commercial relationship between the Foundation and the owners of third-party sites, the Foundation has no control over or right in the material on such sites and it is not responsible for the content of the material on third-party sites.

4. The Foundation does not undertake that the links on the Site are in working order and will lead you to an active website, and the Foundation may remove links included therein in the past, or refrain from adding new links – all at its absolute discretion.

5. The Foundation is not liable for any direct or indirect damage, loss or expense caused as a result of use of the Other Sites or the content appearing thereon, and any use thereof is the users' responsibility.

e. Registration and direct mail

1. Registering for the mailing list, if any, on the Site and/or entering details for receipt of marketing or other information and use of the information provided by the users to the Foundation and/or which shall have accumulated about them during use of the Site, including full name, e-mail address, telephone number, etc., will be in accordance with the provisions of the law and the Site's privacy policy, which constitutes an integral part of the Terms of Use. Requests for removal from the mailing list, if any as aforesaid, shall be sent to the Foundation via the Site.

2. Where required, the users must provide accurate and correct details in order that the use of the Site will be possible quickly and without faults.

Entering false personal details is prohibited and may result in the institution of legal proceedings on the part of the Foundation and/or an injured third party.

f. Absence of liability

1. The Foundation shall bear no liability for any damage caused due to reliance on the information which derives, *inter alia*, from errors, contradictions or discrepancies, etc.

2. The users alone are responsible for the use of the Foundation's Site and databases.

3. The Foundation secures the information on the Site through advanced information security systems. However, it cannot undertake that the services and the information on the Site and on the servers are absolutely immune to hacking and/or attempts to hack the computers and/or exposure of personal or private or confidential information. The Foundation is not liable for any damage caused to data and/or documents and/or databases and/or any other information that is provided thereto and is in the databases, including loss of such data and information, in a case where a third party succeeds in infiltrating and/or misusing information that is saved by the Foundation.

4. The Foundation does not undertake that the service provided on the Site and the use thereof will be provided as required, without interruptions and disruptions and/or will be immune to unlawful access, damage, flaws, faults, failures in hardware, software or the transmission lines at the Foundation or any of its suppliers, and the Foundation bears no responsibility in respect thereof, either directly or indirectly.

5. The Foundation bears no liability for any damage caused to a user or to any third party as a direct or indirect result of use of the Site.

6. The Foundation will bear no responsibility for posts of third parties as a result of the posting of content on the Site, including for posts or information or content appearing on search engines such as Google, Bing etc., and in this context it will not be responsible for removal of content that was posted on such sites (such as the search engine's indexing).

g. Changes to the Site and discontinuation of the service

1. The Foundation reserves the right to make any change to the Site, including the structure of the Site, the services offered thereon, their content, scope and availability, links and any other change, as it deems fit, according to its sole decision and without any need to give prior notice thereof on the Site.

2. Users shall have no claim or lawsuit against the Foundation due to the making of such changes, or due to faults that occur incidentally to the making thereof.

3. The Foundation may decide, at any time, to take down the Site and discontinue provision of the services through it.

h. Law and venue

1. Use of the Site and the databases will be governed solely by the laws of the State of Israel. The competent courts in Tel Aviv, and they alone, shall have sole jurisdiction over any matter deriving from these Terms of Use or from use of the Site and the databases.

2. You may contact us on any issue pertaining to use of the Site via the "Contact Us" form.