



A L E P H

www.alephsurf.org

Aleph Surf International Terms Of Use

TERMS OF USE (updated – August 20, 2013)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Aleph Surf International, its members, executives, officers, agents, employees, and assigns (“Aleph,” “we” “us” or “our”) provides these terms of use, along with our Privacy Policy and any other terms and conditions (collectively, the “Conditions”) which appear on www.alephsurf.org (the “Site”). By using the Site, you agree to these Terms of Use, the Privacy Policy located at www.alephsurf.org, and all other terms and conditions located on the Site (the “Conditions”). The Conditions are periodically updated, and we reserve the right to revise the Conditions at any time. All changes will be posted here, and you agree to check this section regularly, as your continued use of the Site shall be considered your agreement to any modified Conditions.

THE CONDITIONS GOVERN YOUR USE OF THE SITE ON THE INTERNET, THE WORLD WIDE WEB, MOBILE NETWORKS, OR ANY OTHER COMMUNICATION METHODS NOW KNOWN OR IN THE FUTURE DEVELOPED. THE CONDITIONS ARE A BINDING, LEGAL CONTRACT BETWEEN YOU, AN INDIVIDUAL USER AND ALEPH SURF INTERNATIONAL. THE CONDITIONS SHALL GOVERN YOUR ACCESS TO, AND USE OF, THE SITE. THE TERMS SHALL FURTHER GOVERN YOUR USE OF THE SERVICE AVAILABLE THROUGH THE SITE.

IF YOU ARE UNDER THE AGE OF 18, YOUR PARENT OR GUARDIAN MUST ENTER INTO THIS AGREEMENT AND ACCEPT THE CONDITIONS ON YOUR BEHALF. IF YOU OR YOUR PARENT OR GAURDIAN DOES NOT AGREE WITH ANY OF THESE CONDITIONS, LEAVE THE SITE IMMEDIATLEY AND DO NOT ACCESS OR OTHERWISE USE THE SITE OR ANY INFORMATION CONTAINED ON THE SITE.

YOUR USE OF THE SITE SHALL BE DEEMED YOUR AGREEMENT TO ABIDE BY THE CONDITIONS AND EACH OF THE TERMS SET FORTH BELOW. IF YOU ARE UNDER THE AGE OF 18 YOU AFFIRM BY YOUR CONTINUED OR FUTURE USE THAT YOUR PARENT OR LEGAL GUARDIAN HAS FIRST AGREED TO THE CONDITIONS ON YOUR BEHALF.

The Site reserves all rights not expressly granted in these Terms of Use.

INTELLECTUAL PROPERTY

Unless otherwise noted, all materials, including, but not limited to, images, photographs, illustrations, designs, icons, video clips, articles, and written and other materials that appear as part of the Site (the “Contents”) are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by Aleph Surf International. The Contents, and the Site as a whole, are intended solely for personal, non-commercial use by the users of the Site. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal, non-commercial use only. No right, title or interest in any



A L E P H

www.alephsurf.org

Aleph Surf International Terms Of Use

downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Contents, the Site, or any related software. The Site as a whole is protected by copyright and trade dress and all worldwide rights, titles and interests in and to the Site are owned by Aleph Surf International.

PRIVACY

Our Privacy Policy describes the collection and use of information on the Site.

PASSWORDS

You may be required to register to log into the Site. As part of the registration process, you may be asked to select a username and password. The Site may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by Aleph Surf International in its sole discretion. You are responsible for maintaining the confidentiality of your password and account, and agree to notify Aleph Surf International if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for all activities that occur under your registered account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to this Site known to you. If you have reason to believe that your account is no longer secure, you agree to immediately notify us. You may be liable for the claims against or losses incurred by us or others due to any unauthorized use of your account.

SITE TRANSACTIONS

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. If your payment method has already been charged for an order that is later cancelled, Aleph Surf International shall issue you a refund.



A L E P H

www.alephsurf.org

Aleph Surf International Terms Of Use

PRODUCT APPEARANCE

We have made every effort to display as accurately as possible the products that appear on the Site. However, as the actual images you see will depend on your monitor, we cannot guarantee that your monitor's display will be accurate.

USER GENERATED CONTENT

1. Generally

By posting, distributing, sending or displaying any comment, message (including email), data, information, text, music, sound, photos, graphics, or other content (the "User Generated Content") to the Site, you (A) grant, and represent and warrant that you have the right to grant, to Aleph Surf International a non-exclusive, royalty-free, perpetual, transferable, irrevocable, fully paid and sublicenseable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from, and publicly display and perform, the User Generated Content throughout the world; (B) grant Aleph Surf International and its affiliates and sublicensees the right to use the name that you submit in connection with such User Generated Content; and (C) represent and warrant that (i) you own and control all of the rights to the User Generated Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute such User Generated Content to or through the Site; (ii) such User Generated Content is accurate and not misleading; and (iii) use and posting or other transmission of such User Generated Content does not violate these Conditions and will not violate any rights of, or cause injury to, any person or entity. You further grant Aleph Surf International the right to pursue at law any person or entity that violates your or Aleph Surf International's rights in the User Generated Content by a breach of these Conditions.

User Generated Content submitted by users is deemed non-confidential and Aleph Surf International is under no obligation to treat such User Generated Content as proprietary information. Without limiting the foregoing, Aleph Surf International reserves the right to use the User Generated Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. Aleph Surf International is under no obligation to offer you any payment for User Generated Content or to attribute authorship of User Generated Content to you. If, nonetheless, it is determined that you retain moral rights (including rights of attribution or integrity) in the User Generated Content, you hereby agree that (A) you do not require that any personally identifying information be used in connection with the User Generated Content, or any derivative works of, or upgrades or updates thereto; (B) you do not oppose the publication, use, modification, deletion and exploitation of the User Generated Content by Aleph Surf International or its agents; (C) you waive and will not claim or assert any entitlement to any moral rights of an author in any of the User Generated Content; and (D) you release Aleph Surf International from any claims that you could otherwise assert against Aleph Surf International by virtue of any moral rights.



A L E P H

www.alephsurf.org

Aleph Surf International Terms Of Use

2. Use of Chat Rooms, Bulletin Boards and Other Interactive Areas

The Site may contain forums, blogs, bulletin boards or other interactive areas in which you or third parties may post content, messages, materials or other items on the Site (the "Interactive Areas"). If Aleph Surf International provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By way of example, and not as a limitation, you agree that when using any of the Interactive Areas:

You will only post or upload Media (like photos, videos, or audio) that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. Photos or videos of celebrities and cartoon or comic images are usually copyrighted by the owner.

To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information (like name, phone number, email address or website URL) of you or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.

By uploading any media on the Site, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission.

It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms of Use or the Privacy Policy.

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or the Site.

Aleph Surf International takes no responsibility and assumes no liability for any User Generated Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Aleph Surf International liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of any Interactive Areas associate with the Site, Aleph Surf International is not liable for any statements, representations or User Generated Content provided by its users on this Site. Although Aleph Surf International has no obligation to screen, edit or monitor any of the User Generated Content posted to or distributed through any Interactive Area, Aleph Surf International reserves the right, and has sole discretion, to remove without notice any User Generated Content posted or stored on the Site.



A L E P H

www.alephsurf.org

Aleph Surf International Terms Of Use

Any use of the Site, including any Interactive Areas, in violation of these Conditions may result in termination or suspension of your permission to use the Site.

3. Comments and Submissions

Anything that you submit or post to the Site and/or provide Aleph Surf International, including, without limitation, comments, feedback, suggestions, reviews, ideas and questions (collectively, "Comments") is and will be treated as nonconfidential and nonproprietary, and Aleph Surf International shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Comments by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Comments. All Comments shall automatically become the sole and exclusive property of Aleph Surf International and shall not be returned to you. Aleph Surf International is and shall be under no obligation (A) to pay any compensation for any Comments and (B) to respond to any Comments.

You agree that no Comments submitted by you to the Site will violate any right of any third party, including, but not limited to, copyright, trademark, privacy or other personal or proprietary right(s). You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any Comments you make.

You agree that Aleph Surf International may use and/or disclose information consistent with our Privacy Policy.

COPYRIGHT COMPLAINT POLICY-INFRINGEMENT NOTIFICATION

We respect the intellectual property of others. Aleph Surf International honors authors' and content owners' rights, and it our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). The Site may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe others' rights or violate the Agreements.

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please contact us via email or in writing.

Email: info@alephsurf.org

Address: 884 E. Portsmouth Dr., Fresno, CA 93730

Your notification of infringement must be in writing, and must include a physical or electronic signature of the owner of an exclusive right that is being infringed, or a person authorized to act



A L E P H

www.alephsurf.org

Aleph Surf International Terms Of Use

on the owner's behalf; identification of the work claimed to have been infringed, or, if multiple works are covered by the notification, a list of such works; identification of the claimed infringing material, and information sufficient to permit the Site to locate such material; information sufficient to allow the Site to contact the complaining party; a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law; and a statement that the information in the notification is accurate, given under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Notifications which do not contain the information referenced above will not be sufficient to prompt action from the Site or its operators.

REPEAT INFRINGER POLICY

In accordance with the Digital Millennium Copyright Act and other applicable law, Aleph Surf International has adopted a policy of terminating, in appropriate circumstances and at Aleph Surf International's sole discretion, subscribers or account holders who are deemed to be repeat copyright infringers. Aleph Surf International may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

VIOLATION OF TERMS

Please report any violations of the TOU, by emailing to: info@alephsurf.org

Address: 884 E. Portsmouth Dr., Fresno, CA 93730

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

In the event that you breach the TOU or other Conditions, you agree to pay Aleph Surf International actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms and/or Conditions, we retain the right to seek the remedy of specific performance of any term, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.



A L E P H

www.alephsurf.org

Aleph Surf International Terms Of Use

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Aleph Surf International, its members, officers, directors, employees, agents, licensors and suppliers from and against any and all claims, charges, complaints, damages, losses, liabilities, costs and expenses (including attorneys' fees), arising from or relating in any way to your use of the Site.

CHOICE OF LAW

These Conditions shall be construed in accordance with the laws of the State of California, without regard to any conflict of law provisions. Any dispute arising under these Conditions shall be resolved exclusively by the state and/or federal courts of the State of California, County of Los Angeles and/or the Central District of California.

LINKS TO OTHER WEBSITES

This Site may contain links to outside services and resources. You acknowledge that (A) Aleph Surf International is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites; and (B) Aleph Surf International is not responsible for any other form of transmission received from any linked site. Aleph Surf International is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Aleph Surf International of the site. Any concerns regarding any such link should be directed to the particular third party website.

TERMINATION

These Conditions are effective unless and until terminated by either you or Aleph Surf International. You may terminate these Conditions at any time. Aleph Surf International also may terminate these Conditions at any time and may do so immediately without notice, and accordingly deny you access to the Site, if in Aleph Surf International's sole discretion you fail to comply with any term or provision of these Conditions. The Conditions relating to Intellectual Property, Indemnification, Disclaimer, Limitation of Liability and Choice of Law shall survive any termination.

DISCLAIMER

THIS SITE AND THE MATERIALS AND PRODUCTS ON THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, ALEPH SURF INTERNATIONAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT



A L E P H

www.alephsurf.org

Aleph Surf International Terms Of Use

NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALEPH SURF INTERNATIONAL DOES NOT REPRESENT OR WARRANT THAT THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR ANYTHING ELSE HARMFUL. ALEPH SURF INTERNATIONAL DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, RELIABILITY OR OTHERWISE. ALEPH SURF INTERNATIONAL RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS AND TO CHANGE OR UPDATE INFORMATION AT ANY TIME WITHOUT PRIOR NOTICE (INCLUDING AFTER YOU HAVE SUBMITTED YOUR ORDER). WE APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE YOU. SOME STATES DO NOT PERMIT LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ALEPH SURF INTERNATIONAL OR ANY OF ITS AFFILIATED ENTITIES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT RESULT FROM (A) THE USE OF, OR INABILITY TO USE, THE SITE; (B) THE PERFORMANCE OF THE SERVICES, PRODUCTS AND MATERIALS AVAILABLE FROM THE SITE; OR (C) THE CONDUCT OF OTHER USERS OF THE SITE, EVEN IF ALEPH SURF INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE. YOUR ONLY REMEDY AGAINST ALEPH SURF INTERNATIONAL FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE. THAT SAID, IF ALEPH SURF INTERNATIONAL IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR ANY CONTENT, ALEPH SURF INTERNATIONAL'S LIABILITY SHALL NOT EXCEED US\$ 50.00. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

MISCELLANEOUS

Unless otherwise specified and except to the extent Aleph Surf International's products are offered for sale in the United States and select foreign markets through this Site, this Site and the Contents thereof are displayed solely for the purpose of promoting Aleph Surf International products and services available in the United States and select foreign markets. This Site is controlled and operated by Aleph Surf International from its offices in California. These Conditions including, without limitation, any other Conditions that may appear on the Site from time-to-time contain the full understanding with respect to your use and access of the Site and supersede all prior agreements, terms, conditions and understandings, both written and oral,



A L E P H

www.alephsurf.org

Aleph Surf International Terms Of Use

with respect to such use and access of the Site. If any portion of these Conditions is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Conditions shall remain in full force and effect. A printed version of these Conditions and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Aleph Surf International to insist upon or enforce strict performance by you of any provision of these Conditions shall not be construed as a waiver of any provision or right. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Conditions. We may provide notice to you relating to the Site and/or these terms and conditions by sending an e-mail to your last known e-mail address, and any such notice shall be deemed given and received on the day it is sent. You agree that any cause of action that you may desire to bring arising out of or related to these Conditions and/or the Site must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred. You may not use the Site or export the Content in violation of U.S. export laws and regulations. If you access the Site from a location outside the United States, you are responsible for compliance with all local laws.