



INSTITUTE OF IDENTITY RESEARCH (IDMAP)

Learning Agreement

This

Learning Agreement (Hereinafter: "Agreement")

Between: The Institute of Identity Research (IDmap) Ltd, a duly registered Israeli Company, whose principle place of business is Tel Aviv, Israel

(Hereinafter: "IDmap")

and

Yourself, a valid legal entity whose registration details entered in the applicable web-forms (Hereinafter: "You")

bind you into this Agreement.

WHEREAS IDmap provides distance learning services, and on-line courses and Diploma Studies;

AND WHEREAS You wish to enroll to IDmap's distance learning services and on-line courses;

AND WHEREAS You examined and inspected IDmap's services and found them to your full satisfaction.

THEREFORE, in consideration of the mutual covenants and the applicable laws, Parties wish to enter into this agreement with good faith and best efforts.

1. **Scope of this Agreement:** IDmap shall provide You with eLearning services and instruct You in the learning programs You select through the applicable web-forms and platforms. Learning programs shall be available through web-pages, on-line chats, video instructions and/or any other media that IDmap may deem appropriate at the course's syllabus. IDmap shall provide you, prior to enrollment, a written excerpt of the course, it's materials, tasks and requirements. Termination: IDmap may terminate this Agreement or withdraw from its engagements under this agreement should you fail to supply IDmap with exact personal details, forgery or plagiarism in submitted assignments or should You perform any other material breach of this Agreement. You hereby state that You shall perform all the obligations and requirements specified in the eLearning System of IDmap by Yourself and with no assistance by anyone apart from IDmap's staff. IDmap may also terminate this Agreement in case of Force Majeure.

2. **Copyright:** IDmap hereby states it owns, holds title to, created or licensed all the applicable learning packages (Hereinafter: "Materials"). You may not disclose, transmit, republish, license, sell or otherwise use Materials for any reason apart from performing your assignments required under this Agreement. However, You are allowed to publish in part or in full the Thesis works, final projects, or



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course works written by the supervision of the IDmap academic personal. Should you choose to publish such works; You are obliged to state the following details on the front page of your work: The Institute of Identity Research (IDmap), name of the Course, name of the Learning program, Date, name of Professor/Supervisor. Publishing any material without credit to IDmap shall IDmap shall be deemed as copyright infringement and as a material breach of this agreement.

3. **Compensation:** For its services under this Agreement, You agree to compensate IDmap with rates specified in enrollment pages. You may pay using credit cards, PayPal or, money transfer. Upon payment, the electronic system will provide You with a password to access the system once your payment had been concluded. In case of failure in the payment due to any reason not beyond Your control, You will be not allowed to redeem any former payment. In case your payment is divided to several installments as in case of Diploma Studies, and you fail to provide the payment or any part of it, IDmap will not provide you with the final certificate and you will have no right to redeem any of your payments made.

4. **Refund Policy:** You are allowed to cancel your registration by written (and confirmed) notification in advance of 30 working days from the beginning of every course. You can cancel your registration up to 7 working days prior to the beginning of the Learning program and be refunded by 50% of the tuition fees. You can then cancel the Learning program and be refunded by 25% of the tuition fees paid for the registered program during first two weeks of the schooling. However, in case of cancellation, no registration fees can be deemed in your favor.

5. IDmap does not guarantee that future versions of this Agreement shall include the same rights, duties and costs. However, the valid version of this Agreement covering Your relationship with IDmap is the one you are signed.

6. **Diploma, Evaluation and Freedom:** By entering into this Agreement you explicitly express your will to be evaluated by IDmap's academic and teaching personal. You hereby agree to any evaluation and/or decisions regarding your Learning Evaluation and Process made by the Professor of the Learning program you register at. In case of disagreement with the decision, you can apply to the Professor of your course and higher Academic Authorities of IDmap with the requirement to reconsider the decision and evaluation made. However, you should be aware that the final resolution regarding your Learning process and evaluations of your work can be made only by the Professor of the course you are assigned at.

7. At the end of the Learning Program you will receive the final Course or a Diploma Certificate, which can, but not must, state your grade, according to the Course's policy. Should You wish that Your final certificate will not include any grade, you should specify it within 14 days following Your receipt of confirmation for Your eligibility. However, you will be not granted the Final Certificate in case you had



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been disjoined from the program in case of failure of payment, fail of the fulfillment of academic requirements or breach of IDmap's copyright or property rights. You shall have the right to appeal to the higher authority of IDmap regarding disagreement with the decisions made regarding your Learning process. You are allowed to receive comprehensive explanation regarding the decision made regarding the evaluation of your works or exams.

8. **Warranty, Disclaimer:** You hereby disclaim IDmap from any claim, suit or liability regarding computer and software flaws. IDmap shall, up to the maximum extent allowed by law, not bear any liability whatsoever to any damage, bad instructions, failure to teach, incompetence of staff and or any action which may cause any damage. You shall be responsible to pay for Your computer hardware, operating system and internet connection by yourself. THE SERVICE AND THE MATERIALS ARE PROVIDED BY IDMAP ON AN "AS IS" BASIS, AND IDMAP EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE OR ANY MATERIALS AND PRODUCTS. IN NO EVENT SHALL IDMAP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICE, THE MATERIALS, AND THE PRODUCTS.

9. **General Disclaimer:** IDmap does not represent or endorse the accuracy or reliability of any of the information, content, or advertisements contained on, distributed through, or linked, downloaded, or accessed from any of the services contained on this Web site, nor the quality of any products, information, or other materials displayed, purchased, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the service. You hereby acknowledge that any reliance upon any Materials shall be at your sole risk. IDmap reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in any portion of the Service or the Materials.

10. **Personal and Private Information:** IDmap values Your privacy and therefore has set up this extensive Privacy Policy in order to notify you when and what is data stored, what is being processed and what is being disclosed to 3rd parties.

11. **Safe Harbor:** Though Company is not a US based organization, its privacy policy is in strict compliance with the US Export Authority's Safe Harbor Principles (<http://www.export.gov/safeharbor>) and is in full and strict compliance with all Israeli privacy regulations.

12. **Data Collected:** IDmap collects data about user's and users' activity including aggregated non-personal information, payment information, personal information, behavioral information and click-stream information. Company also retains certain information regarding transactions and purchases made via Platform.



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13. **Data not collected:** IDmap is working with accordance to international regulation and EU standards of privacy and therefore shall never retain or request and information regarding ethnic origin, political opinions, religious or philosophical beliefs, trade-union or political party membership, personal health, personal sexual preferences or personal sex life. IDmap shall never retain or request data regarding user passwords or exact geographical location. You should report the privacy officer at IDmap should you encounter any person or electronic service claiming to receive such information immediately.
14. **No Duty To Retain Data:** IDmap may remove any data at any time and from time to time, according to policies set.
15. **Personal Data:** IDmap retains information regarding user behavior and click-stream which may be mined or processed in order to generate non-personally identifiable user profiles or to profile a specific user under a specific non-personally identifiable user profile. IDmap also retains your performance in courses, participation in class, your submissions, your credit card information and payment data.
16. **Non-personal Data:** IDmap logs non-personal information including, but not only, identifying the computer you are browsing from, your IP address, your session time and your visiting time to each webpage.
17. **Collections of the data:** Both non-identifiable personal and non-personal data are collected in the same manner: when You use Platform, a cookie is placed in your computer; IDmap logs all your activities via raw access logs and 3rd party statistical services which adhere to this Privacy Policy.
18. **Erase of data:** Your account may be terminated at any time, according to your request. At Termination, IDmap shall remove all personally identifiable data not required to retain according to law or accounting purposes. IDmap shall never disclose Your personal identity to 3rd Parties and will never provide them with identifiable personal information without Your consent, any action on Your behalf, a court order or legal obligation. When You make purchases or physical transactions relating to Platform, we may disclose personally identifiable information to the 3rd party which you transacted with.
19. **Adherence:** IDmap's 3rd Party Services, Statistical Services and others must adhere to a privacy policy which complies with either a EU Member State regulation or the US Safe Harbor regulation in order to receive information from IDmap. Moreover, 3rd Parties must also exercise security and data protection standards.
20. **Blogs and Student Entries:** the Student shall operate and administer a blog via IDMap's website. Upon teaching considerations IDMap shall provide the Student with a username and a password for the blog, and Student shall update blog, monitor and moderate comments and write posts which include the teaching material.



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- a. **Updating the Blog:** Student shall post, at least once per week, a post with relevant articles, including links to reading material and responses to teachers inquires. At least twice a week, Student shall moderate and approve pending comments and respond to them promptly after approval.
 - b. **Copyright:** Student hereby grants IDMap an irrevocable, unlimited, worldwide, perpetual license to use any blog posts and to publish them, in any media, in print or via website.
 - c. **Liability:** Student shall be solely liable to any content in any post, including comments moderated by him/her. Student shall adhere to copyright laws, privacy laws and slander laws strictly and shall refrain from posting copyrighted images, articles or any other content which may be infringing on any 3rd party's copyright. Teach shall indemnify IDMap against any lawsuit brought against it due to Student's infringement of any 3rd party right.
 - d. **Advertisements, Amendments and Promotional Material:** IDMap may amend, add or display advertisements through blog, promote other blogs or programs or include promotional material. Student hereby warrants availing the blog to promotional media and shall have no claim as to earnings incurred by IDMap as a result of promotional media.
 - e. **Title and Ownership:** Student acknowledges that IDMap is the sole proprietor of the blog and may amend, modify, remove or moderate content posted by Student for any reason and at any time.
21. **Security:** Data is collected and stored on IDmap's servers or servers of 3rd parties operating on IDmap's behalf. IDmap's records which include stored data will not be disclosed to any party unless compelled to do so by a judicial order or law; IDmap shall use best efforts to protect this database from any malicious activity and we request our 3rd Parties strict confidentiality regarding use of the data disclosed.

Removal of data: You may view your user profile at any time and send comments regarding incorrect user information stored at our database. Should You request to remove all personal information stored about You, please email us at identity.labit@gmail.com. You are allowed to change you personal information stored in the IDmap database with the following notification (and confirmation) of the IDmap authorities.

You have the right to receive all the statistics and personal information regarding you and your Learning process stored on the servers of the IDmap or 3rd part servers. In case of the lost of the vital information regarding your Learning process you will not be charged for the absent data, neither you can process charges against IDmap. IDmap may refuse to remove, disclose or amend data where you have not supplied us with sufficient evidence as to the identity of the requesting party. As IDmap takes care for the privacy of others, including users who share the same internet connection and/or computer, it may cause



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grave harm to disclose personal information without such identification. Also, we may retain data or refuse to amend it where such amendment was technical and redundant, jeopardizes the privacy of other parties or users, including our 3rd parties' trade secrets and intellectual property or require major technical efforts which are not in proportion with the benefit from amending the data.

22. **Accountability:** IDmap has appointed a privacy officer in-charge of the execution of this privacy policy. If You feel that Your privacy and rights according to this privacy policy had been violated, please contact us at identity.labit@gmail.com. IDmap shall take the best of means to assure that Your data shall be retained and processed by the best of means and that every dispute shall be taken care of and resolved. IDmap's privacy officer shall compile quarterly reports regarding privacy complaints and violations and provide details as to actions taken and remedies. Disclaimer: IDmap may use 3rd party services and/or software which may collect private and/or personal data as well. IDmap disclaims any warranties on the private data collected and stored on the servers used for the hosting, which can disclose the information as a result of their failure or misconduct (3rd party reliability). Also we disclaim any responsibilities for the results of intentional intrusions, any sorts of malicious code, viruses, software malfunction and/or bugs which can harm the system and expose sensitive and personal data.

23. **Copyright:** International copyright laws protect everything displayed, read, or purchased on our website. You may not reproduce this website or parts thereof, including any learning materials using any electronic or photo technical means whatsoever or to distribute and/or sell these to third parties without IDmap's prior written consent. IDmap may, in appropriate circumstances and at its discretion, terminate Your access/accounts should you infringe intellectual property rights. IDmap respects the intellectual property of others, and we ask our users to do the same. You acknowledge that Institute of Identity research is a registered trademark of IDmap and may not use it with affiliation to any project without IDmap's prior written consent.

24. Some software products and online services marketed by IDmap and its distributors/partners contain proprietary software components of 3rd parties. All other product and service names mentioned are the trademarks of their respective companies.

25. **Applicable Law and Place of Jurisdiction:** This agreement shall be solely governed by the Israeli law. Any claim arising from it shall solely be disputed in the competent courts in Tel Aviv, Israel.

26. **Entire Agreement, Amendment:** This Agreement, bound by the Laws of the State of Israel, specifies the entire understanding between Parties and may only be amended in writing and by both Parties. No failure to exercise any right under this Agreement may be constructed as amendment, either implied or direct.