

safe dreams

Site Policy

Preamble

1. Welcome to www.safe-dreams.co.il (hereinafter – "**the Site**"), operated by safe dreams Ltd., company no. 515967404 (hereinafter – "**the Company**" or "**safe dreams**", as applicable). The Site enables online purchasing of products marketed by the virtual store, safe dreams (hereinafter – "**the Products**"). Purchases on the Site are permitted subject to the terms set forth hereinbelow in this Policy (hereinafter – "**the Terms of Use**").
2. safe dreams reserves the right to update the Terms of Use from time to time at its sole discretion and without the need for any prior notification. Sole use of the masculine gender is only for convenience and these Terms shall apply to all users of the Site, male and female alike.

Threshold conditions for making a purchase on the Site

1. Making a purchase on the site is subject to observing the cumulative conditions set forth hereinbelow. The Company reserves the right to cancel a transaction if one of the following threshold conditions is not met:
 - 1.1. The User is an adult (18 years of age or older). If the User is a minor (under the age of 18) or is *non compos mentis* and without authorization of a guardian for another reason (jointly and severally for the purpose of this Policy – "**the Minor**"), then the Minor shall hereby notify the guardian appointed for him and/or his parents (jointly and severally for the purpose of this Policy – "**the Appointees**") with respect to the provisions of this Policy and obtain their prior consent to undertake any action of any kind on the Site. The Appointees shall bear the responsibility for notifying the Minor who is interested in using the Site about its Terms of Use and they shall supervise his activity. Any activity carried out by a Minor of the Site shall be considered as the Minor and/or his Appointees granting consent to what is set forth in the terms of the Regulations.
 - 1.2. The User possesses an active email mailbox on the internet.
 - 1.3. The User possesses a valid Israeli credit card issued by one of the recognized credit card companies, and the credit card company has authorized the transaction and/or the User possesses an active PayPal account.
 - 1.4. The addressee is a private end-customer, who is buying for home, individual, and family use. No wholesale sale will be permitted.
 - 1.5. The address for delivery of the Product is in Israel.

Particulars of the User

1. When making a purchase on the Site, the User shall input the following particulars in the registration interface: I.D. number, first name and surname (if a corporation – name and company number), telephone number, precise address, postal code, email, and the means of payment. It may be necessary to provide additional particulars, as stated on the Site.

The User hereby undertakes to provide only his personal particulars and he undertakes that the particulars provided are correct, up-to-date, full, and accurate, and he declares that the provision of the personal particulars was voluntary and with his consent. It is made clear that, as part of the order and delivery process, the User shall be available by phone and/or SMS, and that if the telephone line is blocked from receiving content and/or it is a "kosher phone" and/or there is another impediment from receiving SMS while making a transaction on the Site by credit card and/or PayPal, the User hereby declares that he or the company in his name owns the credit card and/or the PayPal account through which the transaction was made, that the credit card is valid, and that he is authorized by law and/or agreement to make the transaction in the sum of the relevant transaction.

Purchasing via the Site

1. To make a purchase, after providing personal particulars as set forth in the User Particulars section, the User shall approve his order (hereinafter: "**the Order**").
 2. Payment for the purchase on the Site shall only be by credit card (Israeli only) or a PayPal account (other means of payment, such as check, cash, credit, or coupon, is not permitted).
 3. When the sale process is completed, a document that includes the details of the transaction as required by law (hereinafter: "**the transaction details**") will be sent to the User's email.
 4. After the Order is placed, the details of the credit card through which the payment was made will be checked with the appropriate credit company, and when the credit card company approves the transaction, the User will be notified by email that the purchase has been approved, in accordance with the contact information he provided when he registered on the site.
 5. If payment is via PayPal, the User shall input the details of his current account at PayPal, or, alternatively, he may open a PayPal account. If payment is via PayPal, the purchase will only be approved after authorization is obtained from PayPal. Use and obtaining the authorization is subject to PayPal's Terms of Use and privacy policy.
-
1. From the moment the Order is placed on the Site, safe dreams shall have the right to send the User updates about the Order's status via email and/or SMS.
 2. All Product prices appearing on the site are denominated in New Israeli Shekels (NIS). The prices include VAT, but do not include shipping fees.
 3. It is made clear that the Company may update and change the prices appearing on the Site from time to time and without prior notice, and the binding price will be the price sent to the User when completing the Order process.

Product delivery

1. safe dreams shall supply the Products purchased on the Site to the address in Israel that the User shall state when placing the Order. **The Products will be delivered to the User's home/other address that he provided.**
2. Delivery to the customer's home or other address that the User provided, per his choice, will be made subject to the shipment fees set forth on the site (hereinafter: "**the Shipment Fees**"). The Shipment Fees will be added to the price of the items stated on the Site. The Shipment Fees will be charged for delivery to one address, whether one or more items were ordered. The payment for the shipment will be made by credit card or PayPal, and will be added to total payment for the Products ordered, it will not be possible to cancel for any reason, unless the transaction has been cancelled pursuant to the provisions of the law.
3. The Company shall use all means at its disposal to deliver the items to all communities in Israel/an address in Israel, but it is not obliged to deliver the items to military restricted areas.
4. The Shipment Fees rate will be published on the Site and it may be changed from time to time.
5. The shipping services will be via an independent shipping company (hereinafter: "**the Shipping Company**"), at the choice of the Company and at its discretion. The identity of the Shipping Company may change from time to time.
6. safe dreams shall act to deliver the Products ordered at the terms and Shipment Fees stated on the Site when the Order is placed. When this Policy were updated, delivery time of the Products from the day ordered is a maximum of 14 business days.
 - Items will not be delivered on Friday/Saturday/holiday eves/holidays.
 - It is made clear that the Company's commitment to deliver the Products is subject to the User completing payment and its approval by the credit card company and subject to availability of the Products in inventory.
 - For the delivery of the Products ordered by the User to his home or an address provided, a representative of the Shipping Company will call the User by phone to coordinate delivery (by phone call and/or SMS). It is made clear that delivery of the Products on time depends on, *inter alia*, the availability of the customer to coordinate their acceptance with said representative.
 - It is made clear that a delay in the delivery of a Product, because the customer is unavailable, shall not be considered as late delivery by safe dreams, and the customer shall not be eligible for any compensation.
7. The Company shall not be liable for any delay in delivery and/or non-delivery caused by incorrect and/or inaccurate/incomplete contact details that the User provided. The Company shall also not be liable for any delay in delivery and/or non-delivery caused by force majeure or events outside the control of the Company, *inter alia*, strikes or natural disasters. In case of an aforesaid expected predetermined delay, pursuant to the contact details, the Company shall take every effort to notify the customer in advance with respect to the aforesaid expected delay, pursuant to particulars that the customer provided when placing the Order.

8. A change in the User's address for delivery of the shipment after the shipment has gone out to the address inputted in the Site when the Order was placed shall be made by the Company in coordination with the User (by the Customer Service Department), subject to a payment of NIS 40.

Cancellation of a transaction

1. The User shall have the right to cancel the transaction pursuant and subject to all provisions of the law, including provisions of the Consumer Protection Law, 5741-1981 (hereinafter: "**the Consumer Protection Law**") and the regulations derived therefrom or, alternatively, replace the product with an alternative product of equal value, or credit, everything as set forth hereinbelow:
2. Cancellation of the transaction will be within 14 days from acceptance of the product or the transaction details document, whichever is later.
3. It is made clear that, pursuant to the Consumer Protection Law, a customer who is a person with disabilities, senior citizen, or new immigrant, shall have the right to cancel the transaction on the Site within one month from making the transaction, from the day the Order is received in practice, or from the day the transaction details document is received, whichever is later, provided that the transaction includes a conversation between the Company and the customer, *inter alia*, a conversation by electronic means.
4. A notice of cancellation may be given by clicking on the Transaction Cancellation Button on the Site's homepage, contacting the safe dreams Customer Service Department at telephone 972-50-3311232, or by email to info@safe-dreams.com.
5. The notice of cancellation shall state the name and I.D. number of the User and the Order number (and/or additional identification particulars demanded to identify the transaction and identify of the canceller).
6. The item shall be returned to the Company by one of the following means: sending the item to the Company offices by the post office and/or messenger and/or by other means in coordination with safe dreams representatives (via the Customer Service Department).

Cancellation of a transaction for reason other than flaw or discrepancy

1. The User will be refunded within 14 days from the day the notice of cancellation is received, except for a cancellation fee of 5% of NIS 100, whichever is lower. The Product will be returned at the expense of the User.

Cancellation of a transaction due to flaw or discrepancy, non-delivery of the Project by the prescribed date, or breach of contract by safe dreams

1. The User shall check the item/s immediately when he accepts the Order. If the User receives any item that is flawed or if any item is different in practice from the item shown on the Site, the User shall have the right to cancel the transaction within 14 days from the day he takes possession of the item.

2. Cancellation under these circumstances will not result in a cancellation fee, the User will be refunded within 14 days from receipt of the notice of cancellation, and the Project will be returned to the Company at its expense.
3. If possible, the Product will be returned in its original packaging.
4. The Company shall have the right to sue the User for decline in value of the Product.
5. The refund for cancellation of a transaction paid by credit card, will be by crediting the credit card used for the transaction within 14 days from receipt of the request to cancel the transaction and return of the item. The refund for cancellation of a transaction paid by PayPal will be by bank transfer to the User's account within 14 days from receipt of the request to cancel the transaction and return of the item.
6. The return of the Product for its replacement by another Product or for credit shall be pursuant to the prevailing general replacement policy at the Company as it will be updated from time to time, within 30 days from acceptance of the Project by the User.
7. If there are any questions with respect to the cancellation of a transaction, clarifications, replacements, refunds, etc. contact the safe dreams Customer Service Department at telephone 972-50-3311232, or by email to info@safe-dreams.com.

Cancellation of a transaction by safe dreams

1. The Company shall have the right to cancel a transaction in whole or in part under the following circumstances:

In case of a typo I the price or description of a product show on the site

In case of force majeure, act of war, hostility or terrorism that prevents the continued sale, performance, or participation in a sale, or if it turns out that the transaction and/or sale was accompanied by activity that is illegal and/or contravenes the provisions of this Policy.

If the Product ordered was delivered to the address chosen by the customer, but not picked up within 14 business days and/or no contact was made with the customer for the purpose of its delivery, because the customer was unavailable and/or the contact details were incorrect/partial/out of date.

Protection of privacy and databases

1. safe dreams and/or anyone on its behalf takes the usual cautionary measures to project information confidentiality as much as possible. The personal particulars of the User (name, email, etc.) will be saved in the Company database, one of the purposes of which is direct mailing. To be removed from the database, directly contact Customer Service Department at telephone 972-50-3311232, or by email to info@safe-dreams.com.
2. It is made clear that, in order to project the confidentiality of information, the Company applies Secure Socket Layer (SSL) e-commerce protocol, which encrypts data from the moment the customer types it and until it is transferred to the safe dreams Site system and it should be emphasized that the details of the User's credit

card, which is used for transactions on the Site, are not saved in the Company's systems, because the Company uses an outside company (Isracard) to clear credit cards. It is made clear that, because these are transactions in an online environment, the Company cannot ensure absolute immunity against hacking by illegal actors of its computers and exposure of information stored therein; therefore, if a third party succeeds in hacking information saved by safe dreams and/or misuses it, the User shall have no claim, suit, or demand against the Company.

3. The User should be aware that when making the first purchase on the Site, the User will be asked in the designated place whether he wishes to join the Site's distribution list in order to receive content by email and/or SMS. If the User does not want to receive content information and/or announcements, he can opt not to join the Site's distribution list for said purpose, and he can remove his particulars from the Site's distribution list at any time through the designated location or by other means, including as part of email or SMS received from the Company.

Copyright and intellectual property

1. All intellectual property rights and copyrights with respect to the Site, *inter alia*, trademarks, patents, copyrights, samples, methods, and commercial secrets are the exclusive property of safe dreams.
2. The Site and the content therein, *inter alia*, the Site design, blueprints, diagrams, design, illustrations, photographs, pictures, maps, audio clips, video clips, text, and graphics (hereinafter – "the information") are projected under the copyright laws of the State of Israel, international conventions, and the copyright laws of other states. The information is the property of safe dreams or of third parties, which permitted the Company to publish the copyrighted information on the Site.
3. The User is prohibited from making any changes, copying, publishing, distributing, broadcasting, presenting, executing, duplicating, issuing a license, creating derived work from or selling any part of the information included in the Site without the explicit written consent of the Company.
4. The User recognizes existing copyrights to the information and undertakes not to make any commercial use of the information or any use that contravenes copyright laws and international conventions, or to cause any change or distortion of the information or any part thereof.

To dispel any doubt, it is made clear that, if a clear and extraordinary error occurred in good faith with respect to the description of the Product and/or its price on the Site, it will not be binding on the Company. In said case, safe dreams will allow the User to cancel the transaction and shall fully refund him.

Links to other sites

1. The presence of links on the Site that direct to other sites are no guarantee of the content on those sites, *inter alia*, its reliability, completeness, or in any other way.

2. With respect to links to other sites that are not operated by safe dreams, the Company shall bear no liability for the correctness of the information and/or for any direct or indirect damage, financial or other, if said damage is caused to the User as a result of use of or reliance on the information present on those sites, or because of their privacy policies.

Other conditions

1. Do not use the site or make any use thereof for illegal operations, *inter alia*, do not publish on or transfer via the Site any information that is mendacious, insulting, slanderous, threatening, infringes the privacy of another person, pornographic, of a sexual nature, racist, or illegal.
2. Do not use the site or make any commercial use of it or in any other way to send advertisements.
3. The Company reserves the right to remove, correct, add, or change from time to time any part of the information found on the Site, by updating it. The User shall have no claim against the Company for changes to information on the Site.

Returns policy

You convenience is important to us. To provide you with optimal service, safe dreams provides full information about our returns policy.

The User shall have the right to cancel the transaction pursuant and subject to all provisions of the law, including provisions of the Consumer Protection Law, 5741-1981 (hereinafter: "**the Consumer Protection Law**") and the regulations derived by virtue thereof.

Below is further information about the ways to send a notice of cancellation:

- A. A transaction may be cancelled within 14 days from acceptance of the Product or of the disclosure document, whichever is later.
- B. A notice of cancellation may be sent to the Customer Service Department at telephone 972-50-3311232, or by email to info@safe-dreams.com, or by the designated link on the Site's homepage. State the name and I.D. number of the consumer in the notice of cancellation.
- C. When canceling a transaction not because of a flaw or discrepancy, for non-delivery of the Product by the prescribed date, or for any other breach of the contract, the User will be refunded within 14 days from the day the notice of cancellation is received, except for a cancellation fee of 5% of NIS 100, whichever is lower. The Product will be returned at the expense of the consumer.
- D. When canceling a transaction because of a flaw or discrepancy, or because of non-delivery of the Product by the prescribed date, or for any other breach of the contract, no cancellation fee will be charged, and the User will be refunded within 14 days from the day the notice of cancellation is received. The Product will be returned at the Company's expense.

- E. If possible, the Product will be returned in its original packaging.
- F. The Company will provide the consumer with a copy of the credit notice that the Company provided the credit card company.

Do you want further clarification? Has a problem occurred? Do you have a question? We are here for you! Call 972-50-3311232 or send an email to info@safe-dreams.com and we will be happy to help.

Business hours of the Customer Service Department: Sunday-Thursday (except for holiday eves and holidays): 09:00-13:00.

Mailing address: 33 Jabotinsky Street, Ramat Gan, Israel.