

AGREEMENT

This is an Agreement between you (the "**Purchaser**") and Nazareth Cross Church Ltd., a company incorporated under the laws of the State of Israel, company number 51-388667-1, of 6, Shnelar St., Nazareth, Israel (the "**Company**").

By clicking the "I Accept" button at the bottom of the Purchase Process page, you hereby accept in whole, all the terms and conditions of this Agreement and agree to comply with all the following terms and conditions, "AS IS". You do not have to accept and agree as above mentioned, but if you do not accept and agree to all of the following terms and conditions, you cannot purchase any right as offered to you under this Agreement and accordingly you are requested to [click here](#).

If you are under 18 years of age, you are not allowed to accept the terms and conditions of this Agreement and if that is the case you are requested to [click here](#).

As Christianity is an international religion, the Company has hired excellent translators to translate this Agreement to enable NazarethCross™ supporters from all over the world to purchase the Right, as defined in Section 1 below. Nevertheless, this English version of the Agreement is the only binding version of the Agreement and supersedes all other translated versions of the Agreement, which exist only for the convenience of non-English speakers. In case of any contradiction between this English version and any other version of this Agreement, this English version shall prevail.

This Agreement is written in male form for convenience purposes only and it equally refers to both genders.

WHEREAS: The Company intends to build the world's largest cross in Nazareth, Israel, as further described in Section 2 below (the "**NazarethCross™**"); and

WHEREAS: The Company wishes to grant to the Purchaser, and the Purchaser wishes to receive from the Company, the right to engrave the Purchaser's Selected Name(s) (as defined hereunder) on the NazarethCross™ in accordance with the terms and conditions hereof.

NOW IT IS AGREED AS FOLLOWS:

1. Sale and Purchase of Right to Personal Engraving(s)

In consideration for payment of the amount selected by the Purchaser in the Purchase Process (the "**Consideration**"), the Company hereby grants to the Purchaser the right to have the name(s) specified in the Purchase Process (the "**Selected Names**") engraved on (a) tile(s) of the NazarethCross™ (the "**Right**").

In this Agreement "Purchase Process" shall mean the process beginning with the Purchaser entering the "Purchase Process" webpage at the NazarethCross™ website and ending with the Purchaser's confirmation of the purchase of the Right by clicking "Submit" at the bottom of the this webpage.

The Purchaser understands and acknowledges that the right granted to him under this Agreement shall not, at any time, be considered as a proprietary right in the NazarethCross™, the NazarethCross™ Project (as defined in Section 4 below), the Company (and/or its affiliates), or any part thereof, and/or any other right except for the Right as expressly defined in this Agreement.

2. Purchaser Representations

The Purchaser hereby represents and warrants as follows:

2.1 All details and information provided by him to the Company during the processing of his purchase under this Agreement is true, accurate and updated.

2.2 The name(s) that the Purchaser has stated in the Purchase Process and which is desired to be engraved on the NazarethCross™ is a correct name(s), and if the name(s) is a name(s) of any other person(s) beside the Purchaser, then such other person(s) has agreed to have his name(s) engraved on the NazarethCross™.

2.3 The Purchaser is the legal owner of the payment card being used for the payment of the Consideration to the Company (the "**Credit Card**"), or is legally authorized by the legal owner of the Credit Card to pay the Consideration to the Company for the purchase of the Right.

2.4 The Purchaser is over 18 years of age.

3. Responsibility for your Consideration

The Consideration will be deposited in a special Company account (the "**Project Account**") on which an external accountant, from the accountancy firm, of the company, will be a co-signatory with the Company (the "**Accountant**"). Subject to Section 8.2, until the completion of the NazarethCross™, the Accountant shall supervise the Company's payment of costs and expenses, and the Company shall be obligated to obtain the Accountant's prior approval for any NazarethCross™ Project costs, expenses, payments and any other transfer of funds out of the Project Account.

4. The NazarethCross™ Project

The Company intends to build the NazarethCross™, which is designed to be the world's largest cross, standing at 60 meters tall, housing a church in its center.

The NazarethCross™ is designed to be decorated by approximately 7.2 million mosaic tiles of varying sizes, each one with a personal engraving. The NazarethCross™ church will have a panoramic view and will be located at the intersection of the arms of the NazarethCross™, 15 stories high, and will contain 4,500 square feet of floor space.

In the 2.5 square miles (5 square km) surrounding the NazarethCross™, a visitor center will be built to offer a unique experience as well as an educational and leisure center. The center will include a museum displaying artifacts and interactive stations giving a view into life in the region 2000 years ago.

The NazarethCross™ is also intended to become the entrance point to Nazareth Village, an archeological park revealing the most ancient part of Nazareth while presenting a re-creation of its daily life during the time of Jesus.
(the "NazarethCross™ Project")

5. Non-Completion of Project

5.1 The Purchaser hereby understands and acknowledges that various restrictions and limitations might prevent the building of the NazarethCross™ and/or the NazarethCross™ Project, or might allow the completion of only a part of the NazarethCross™ Project. The Company makes no representation or warranty that the NazarethCross™ and/or the NazarethCross Project will in fact be built and completed.

5.2 In the event that the NazarethCross™ is not built, the Company will return the Consideration to the Purchaser, in the manner described in section 8.2.

5.3 In the event that the NazarethCross™ is not built completely in the manner intended, such that the Company is unable to engrave the Selected Name(s) on the NazarethCross™ itself, the Company may at its sole discretion grant the Purchaser the option to have the Selected Name(s) engraved on other part(s) of the NazarethCross™ Project, as they are described in the above section 4. For the avoidance of any doubt, the grant of such option is at the Company's sole discretion and is subject to completion of some or all of the other parts of the NazarethCross™ Project.

6. Limitation of Liability and Indemnification

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT WHATSOEVER SHALL THE COMPANY OR ANY OF ITS SHAREHOLDERS, DIRECTORS, EMPLOYEES OR AFFILIATES, BE LIABLE TO THE PURCHASER OR TO ANY THIRD PARTY IN ANY WAY, FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES, EXPENSES AND COSTS ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, ITS EXECUTION OR IMPLEMENTATION. WITHOUT DEROGATING FROM THE FOREGOING, IN NO EVENT SHALL THE COMPANY'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT EXCEED THE COMMITMENT DESCRIBED IN THE ABOVE SECTION 5.2.

WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, THE PURCHASER HEREBY ACKNOWLEDGES AND UNDERSTANDS THAT THERE IS A REALISTIC POSSIBILITY THAT THE NAZARETHCROSS™ PROJECT, OR ANY PART THEREOF, WILL NOT BE BUILT. IN SUCH CIRCUMSTANCES, THE COMPANY'S SOLE LIABILITY SHALL BE ITS COMMITMENT DESCRIBED IN THE ABOVE SECTION 5.2, AND THE PURCHASER WAIVES IN ADVANCE ANY AND ALL CLAIMS IN CONNECTION WITH OR ARISING FROM THE NON-COMPLETION OF THE NAZARETHCROSS™ PROJECT, OR ANY PART THEREOF.

THE PURCHASER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AFFILIATES (COLLECTIVELY, THE "INDEMNIFIED ENTITIES") HARMLESS FROM ALL SUMS, COSTS AND EXPENSES WHICH THE INDEMNIFIED PERSONS MAY INCUR OR BE OBLIGATED TO PAY AS A RESULT OF ANY AND ALL LOSS, EXPENSE, DAMAGE, LIABILITY, CLAIMS, DEMANDS, EITHER AT LAW OR IN EQUITY, OF EVERY NATURE WHATSOEVER IN FAVOR OF ANY PERSON, RESULTING FROM ANY FALSE REPRESENTATIONS GIVEN BY THE PURCHASER HEREUNDER OR RESULTING FROM ANY OTHER BREACH BY THE PURCHASER OF THIS AGREEMENT.

7. Privacy Policy

All details and/or information provided by the Purchaser under this Agreement, including the information which the Purchaser provides in the Purchase Process, and any further information which the Company receives from the Purchaser and/or from any third party regarding the Purchaser (the "Data") will be included in a database duly registered owned by the Company which will also be used for direct mailing services. The Company and/or the Company's affiliates and/or any third party will use the Data in order to provide the Purchaser with the rights granted to the Purchaser under this Agreement, and also to address the Purchaser and to inform and/or to offer the Purchaser other products, services and/or activities, which are or will be provided by the Company and/or the Company's affiliates and/or by any third party, by any means of communication including by means of direct mailing and/or direct mailing services.

8. Denial of the Right

8.1 The Company reserves the right (i) to deny the Purchaser the Right, and/or (ii) to take down the Selected Name(s) from any part of the NazarethCross™ Project, upon the occurrence of one or more of the following circumstances:

8.1.1 All or part of the details and/or information that the Purchaser has provided to the Company during the processing of his purchase under this Agreement is inaccurate or false;

8.1.2 The Purchaser did not receive, prior to clicking the "I ACCEPT" button at the bottom of this page, the consent of the person whose name is, or is one of, the Selected Name(s);

8.1.3 The credit card company which issued the Credit Card does not approve the payment of the Consideration to the Company;

8.1.4 There is insufficient space reserved for personal engravings on the NazarethCross™.

8.1.5 The Purchaser does not hold the right to use the Credit Card used for the purchase of the Right, or in any other case the rightful owner of the Credit Card notifies the Company (either personally or through the credit card company) that he does not approve the payment of the Consideration using the Credit Card.

8.1.6 The NazarethCross™ shall not be built or completed, (and, in the latter case, the Purchaser has chosen not to exercise his option under section 5.3 above if the Company has elected to grant such option).

8.1.7 The Company at its absolute sole discretion rejects a Selected Name proposed by the Purchaser for public policy reasons; for example any name consisting of blasphemy or insulting or inappropriate language.

8.2 Upon occurrence of one or more of the above circumstances, the Company shall return the Consideration by refund by way of the credit card company through which the Consideration was paid to the Company. The Company shall be entitled to deduct from any such refund, any and all costs and expenses incurred by the Company as a result of such refund (eg. Credit Card company fees, chargeback fees, any card association fine or assessment, etc.).

Any refund by the Company to the Purchaser by way of the Credit Card will constitute full and final settlement of all of the Company's liabilities hereunder. For the avoidance of any doubt, the Company's sole responsibility in such circumstances is to refund the Consideration by way of the Credit Card.

9. Cancellation by Purchaser

The Selected Names are engraved especially for each Purchaser. Furthermore, the location of each Selected Name on the NazarethCross™ will be determined immediately following the completion of the relevant Purchase Process, it being understood that the location of each Selected Name affects the location of all other Selected Names. Therefore, without derogating of the Purchaser's right for refund according to sections 5.2 and 8.2, and in accordance with the Israeli Consumer Protection Law, 1981, following completion of the Purchase Process, the Purchaser may not cancel the Purchase Process, or terminate this Agreement, unless within specific instances as stated by applicable law, as it is defined in the below section 10.1.

10. General

10.1 This Agreement is subject to and shall be interpreted in accordance with the laws of the State of Israel, without regard to its choice of law provisions ("Applicable Law"). Any disputes arising from this Agreement shall be exclusively settled by the competent courts of Nazareth, and no other court will have jurisdiction over such disputes.

10.2 This Agreement contains the whole agreement between the parties relating to the transactions provided for in this Agreement and supersedes all previous agreements if any between such parties in respect of such matters, and each of the parties to this Agreement acknowledges that in agreeing to enter into this Agreement it has not relied on any representations or warranties except for those contained in this Agreement.

10.3 The Purchaser shall not delegate or assign its rights or obligations under this Agreement without the Company's prior written consent. Any attempted delegation or assignment by the Purchaser without the Company's consent shall be void.

10.4 The waiver of any term or condition of this Agreement must be in writing. No such waiver shall be construed as a waiver of any other term or condition except as provided in writing, nor as a waiver of any subsequent breach of the same term or condition.

10.5 The obligations of the parties hereto under this Agreement are subject to, and neither party hereto shall be liable for, failure to perform, damages or losses caused or occasioned by Events of Force Majeure. For this purpose the term, "Event of Force Majeure" shall mean any event affecting the ability of either party hereto to fulfill its obligations hereunder and where such event arises from or is attributable to acts, events, omissions or accidents which are beyond the reasonable control of the relevant party including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, disease, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, and civil commotion.

10.6 Nothing in this Agreement shall create or confer upon any person or entity, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities, except as expressly provided herein.