

## 1. General

1.1 Parts of the website (as defined hereunder) and these Terms of Use are written in the masculine form for convenience only, but all the contents in the Terms of Use and the website are intended for women and men alike.

1.2 The Site [www.prima.co.il](http://www.prima.co.il) (hereinafter: "the Site") is a website exclusively owned by the Prima Hotel Chain (hereinafter: "the Company"). The Site provides, inter alia, information about the hotels of the Company, the services provided by the hotels, the rates, special offers, etc. Additionally, as part of the Site, one can purchase vacation packages in direct contact with the Company's hotels, and as set forth on the Site.

1.3 Reserving the aforementioned vacation packages (hereinafter: "the Services") via the Site will be carried out as set forth hereunder. It is clarified that ordering the services is a binding procedure for all intents and purposes, and is equivalent to reserving rooms via any other means, with the Company's Internet/Reservations Department.

## 2. Site Usage Terms

2.1 Anyone who enters the Site and/or anyone who purchases and/or is interested in purchasing services by means of the Site (hereinafter: "the User") declares and undertakes that he is aware of these Terms of Use, has read them, understood the contents therein and agrees with the provisions of same, and that he and/or anyone acting on his behalf shall not have any contention and/or claim and/or demand, be it directly and/or indirectly, against the Company and/or the Site and/or its operators and/or any of its owners and/or managers and/or any of its employees and/or anyone acting on their behalf.

2.2 The User may make use of this Site solely in order to order and purchase services and/or obtain information. To remove all manner of doubt, it is hereby clarified that any use of the Site in a manner unspecified in these Terms of Use is forbidden, and that the Company reserves all its rights in respect thereof.

It should be clarified that illicit use of this Site and/or the information appearing therein constitutes an infringement upon copyrights or other laws in respect thereof.

2.3 Any person in possession of a valid credit card issued by Visa

C.A.L., Visa Alpha, Diner's Club, American Express, Isracard or MasterCard is entitled to purchase services by means of the Site.

2.4 The Company will not be held responsible for the content or the information presented and advertised on the Site in the name of the Company and in anything regarding information from any third parties, and the User will not have any contention and/or claim and/or demand against the Company in respect thereto.

2.5 All images presented on the Site are for illustrative purposes only. Since the images are presented on the computer screen of the User and/or printed by the User from the computer screen, there may be differences and changes between the pictorial image of the product and the real image thereof.

2.6 On the Site, connections (hereinafter: "Links") to other sites (hereinafter: "Linked Sites") may be found. These Links are intended for the convenience of the User only. The Company is not responsible for the Links and/or the Linked Sites and/or information appearing on them, their validity, correctness or legality. All use of Links and/or Linked Sites is under the sole responsibility of the User. In order to be linked to and/or present the Site [www.prima.co.il](http://www.prima.co.il) on other websites, one must obtain written consent from the Company.

2.7 From time to time, the Company may, as it sees fit and without prior notice, make changes to these Terms of Use and Conditions, the Site structure, content, appearance, including the extent and availability of the Services offered within it, and any other aspect relating to the Site and its operation. The validity of the aforementioned changes will begin from the day of their presentation on the Site, unless otherwise stated.

2.8 The Company and/or the Site operators and/or its owners and/or its managers and/or its employees and/or their representatives will not be held responsible for the server upon which the Site operates, or for its being clean of viruses and/or free of components that may damage the personal computer of the User while surfing on the Site and/or purchasing services via the Site and/or any other use of the Site, and the User will not have any contention and/or claim and/or demand against the Company and/or the Site operators and/or its

owners and/or its managers and/or its employees and/or their representatives regarding the aforementioned damage.

2.9 The Company is not responsible for damage of any kind whatsoever caused by failure and/or delay of any kind whatsoever, that results from use of the Site and/or attempts to use the Site, including use for the purposes of booking services and/or obtaining information and the User will not have any contention and/or claim and/or demand against the Company regarding the aforesaid.

2.10 The Company is not responsible for any illegal activity performed, to whatever extent, by any user of the Site and/or any other party over which the Company has no control.

2.11 The Company reserves the right to prevent or discontinue access of any user to any part of the Site and the User will not have any contention and/or claim and/or demand against the Company in respect thereof.

2.12 Any dispute and/or disagreement regarding these conditions and/or the Site, if and when it arises, will be clarified in Israel according to the laws governing the State of Israel only, in authorized courts of law in Tel Aviv-Jaffa only.

### 3. Details of Service Purchaser

3.1 A user who is interested in purchasing services via the Site will be required to provide details as requested on the Site (hereinafter: "Purchase Details").

3.2 The Company is not responsible, whether directly or indirectly, for any case wherein Purchase Details are not accepted by the system and/or any technical and/or other fault that prevents the User from purchasing the Services via the Site.

3.3 The Site owners and/or its operators and/or any of its owners and/or its managers and/or its employees and/or its representatives will not be held responsible for mistakes made by the User in entering Purchase Details, including, but not limited to, mistakes in

choosing vacation packages, dates, number of beds, meals and any other service ordered by the User via the Site, and the User hereby declares that he will not have any contention and/or claim and/or demand in respect thereof.

3.4 It is hereby stated that entering false Purchase Details is a criminal offense, and the Company retains the right to adopt any means at its disposal as determined by law against those entering false details, including torts actions for damage liable to be caused to the Site, its operators and/or anyone acting on their behalf.

#### 4. Customer Club

4.1 In order to join the Customer Club, a purchaser must enter the requested details into the appropriate form. A purchaser who has declared his membership in the Customer Club will be entitled to benefits such as discounts (no offer is valid in conjunction with any other offer), gift vouchers, email updates on offers and special events, gifts, etc.

Telephone numbers for clarifications: 03-5275660; E-mail support: [webmaster@prima.co.il](mailto:webmaster@prima.co.il)

4.2 It is agreed that the Company will be entitled to send updates via e-mail to each user who joins the Company's Customer Club via the Site, and the User will not have any contention and/or claim and/or demand against the Company in respect thereof.

#### 5. Reservation Procedures

5.1 A customer who is interested in reserving a vacation via the Site does so using the "Reservation System" according to the following steps: Choose the desired hotel, enter the required details and click on "Next." The option to register for the Customer Club will be offered. Page 1 – The next page shows the results (prices); choose the relevant result by clicking on "Book" and then "Next." Page 2 – Enter all the details including the required fields and click on "Finish and Make Reservation." Page 3 – At this stage, the customer will receive confirmation of the transaction, including the reservation number; You can print the confirmation by clicking on "Print."

Telephone numbers for clarifications: 03-5275660; E-mail support: [webmaster@prima.co.il](mailto:webmaster@prima.co.il)

5.2 The Site is intended for reservations by private customers, in an individual framework, and is not intended for group reservations of over 10 rooms for the same hotel for the same dates.

5.3 The Company reserves the right to withhold confirmation of a reservation request for any reason, at its sole discretion, without any obligation to explain the reason, and the User will not have any contention and/or claim and/or demand, be it directly and/or indirectly, against the Company.

## 6. Procedures for Cancellations and Changes to Reservations

6.1 A customer who processed a reservation "account" for himself via the Site, and wishes to cancel it, can do so directly via the Site upon entering "My Account." A change in the reservation cannot be made directly on the Site. A customer who has made a reservation and wishes to change or cancel it must do so directly by e-mail or telephone to the Internet Department: 03-5110016/7; E-mail support webmaster@prima.co.il .

### 6.2 Reservation Cancellation Policy

Cancellation up to 72 hours prior to the arrival date will not be charged a cancellation fee.

Cancellation less than 72 hours prior to the arrival date and up to the arrival date will be charged the price of the first night.

In July and August, and during holidays:

Cancellation up to a week prior to the arrival date will not be charged a cancellation fee.

Cancellation less than a week prior to the arrival date and up to the arrival date will be charged a two (2) night's cancellation fee.

### 6.3 Modification Policy

Modifications up to 48 hours prior to the arrival date will not be charged a modification fee.

Modifications made less than 48 hours prior to the arrival date and up to the arrival date will be charged a modification fee of 50 USD per reservation.

In July and August, and during holidays:

Changes up to a week prior to the arrival date will not be charged a change fee.

Changes less than a week prior to the arrival date and up to 48 hours prior to the arrival date will be charged a change fee of us dollar 50 per reservation.

Changes less than 48 hours prior to the arrival date and up to the arrival date will be charged the price of the first night.

## 7. Ownership and Copyrights

7.1 Copyright for the Site and every module connected to the Site are the sole property of the Company.

7.2 It is forbidden to copy, distribute, advertise, sell, duplicate, broadcast, photocopy or change the information that appears on the Site or part of it, without the written consent of the Company. This applies whether the information or part of it is owned by the Company or owned by a third party, excluding cases of downloading for personal, non-commercial use.

7.3 The trademarks and icons, including the logo, presented on the Site (hereinafter: "the Trademarks") are registered by law as the copyright of the Company. It is forbidden to use the Trademarks for any purpose without the written consent of the Company.

7.4 The Company holds all copyrights for the Site and reserves the right to close the Site or make changes therein at any time, at its sole discretion.

## 8. Miscellaneous

8.1 The number of vacancies in the Company's hotels is limited, and reservations are subject to availability.

8.2 The Company reserves the right to cancel or change reservation terms, as well as all the prices advertised on the Site, at any time, and the User will not have any contention and/or claim and/or demand in regards thereof, even if the Company demands that he pay a price supplement after making the reservation.

8.3 The prices advertised on the Site are for tourist only, in US Dollars and not include VAT.

VAT is not applicable for foreign tourists who enter Israel with a foreign passport, according to Israeli law

8.4 At any place on the Site where prices are presented in dollars, the payment will be calculated according to the representative dollar exchange rate determined by the Bank of Israel on the day of payment, the day of reservation via the Site, or the first day of the stay at the hotel, whichever is higher.

8.5 No offer is valid in conjunction with any other offer.

8.6 The stay at the hotel will commence from the first day specified in the reservation from 3:00 p.m. until 11:00 a.m. on the day of departure.

8.7 Guests below the age of 18 will be accommodated only if accompanied by an adult over the age of 21. The reservation of rooms and accommodation in the chain's hotels may be carried out by adults over the age of 18 only.

8.8 Regarding anything connected with the stay at the hotel – a baby is any person up to the age of 2, and a child is any person between the ages of 2 and 12.

8.9 The User must ensure that all the data and details he enters for reservation purposes are accurate. The Company will not be held responsible for any error of any kind whatsoever made by the purchaser, including errors in choosing the hotel, dates, number of beds or any other service ordered by the purchaser via the Site.

8.10 In order to link to or present the Site [www.prima.co.il](http://www.prima.co.il) on other websites so that the Site becomes a “linked site,” one must obtain written consent from the Company.