

# Terms of Use, Privacy Policy, and Regulations

## **Domus Negev Hotels Network Ltd. (“The Hotel Network”)**

welcomes your choice to browse the website operated at the address:

[www.domusnegev.co.il](http://www.domusnegev.co.il) (“the Website”).

The website was established to provide customers and visitors with a convenient and secure platform for booking and purchasing accommodation and vacation packages at the hotel (“the Services”). Additionally, the website provides information about the hotel, accommodation options, and other services offered by the hotel.

### **1. Use of the Website:**

#### 1.1

These Terms and Conditions constitute a binding agreement between you, whether personally or on behalf of an organization (“you”), and the website regarding browsing and use of the site on any computer or communication device such as a mobile phone, tablets, etc. They also apply to the use of the website, whether via the internet or any other network or communication method, including access to the site via phone, application, or other medium.

Please read these Terms and Conditions carefully, as browsing and performing actions on the site indicate your acceptance of the terms included in these Terms and Conditions (“the Terms”).

#### 1.2

In case of a conflict between this document and any translation into another language, the Hebrew version shall prevail in any legal matter or question of interpretation.

#### 1.3

The website reserves the right to modify these Terms at its sole discretion from time to time without prior notice. We will update the “Last Updated” section of the Terms to reflect such changes, and you waive any right to receive notice of such modifications.

#### 1.4

Purchases on the website are intended for individuals with legal capacity aged 18 and over only.

#### 1.5

The provisions of these Terms apply equally to all genders, and the use of masculine or feminine language is solely for convenience.

### **2. Intellectual Property:**

#### 2.1

Unless explicitly stated otherwise, all copyrights and intellectual property on the website, including designs, images, databases, content, code, audio, video, text (“the content”), as well as trademarks and the like (“the marks”), are solely owned by the website or by a third party who has authorized or licensed the website to use them under conditions or agreements, including the website’s business partners.

## 2.2

The content and marks are provided “AS IS” for personal use only. Unless explicitly stated otherwise, it is prohibited to copy, distribute, publicly display, transmit to the public, publicly perform, modify, adapt, create derivative works, sell, or rent any part of the service, whether directly or through third parties, in any form or method, whether electronic, mechanical, optical, photographic, or recording-based, or by any other means or method, without prior written consent from the rights holders or the website, as applicable, and subject to the terms of such consent (if granted).

## 2.3

Provided that you are eligible to browse the website, the website grants you a limited license to use it and to download or print a copy of any part of the content from the website for personal, non-commercial use only.

### **3. User Warnings:**

#### 3.1

While browsing the website, you are required and agree to the following:

- (1) Browsing and using the site are under your sole responsibility;
- (2) The details provided at the time of purchase or any other interaction are correct and accurate;
- (3) Any changes to your personal information will be updated as needed, in coordination with the website if required;
- (4) You act in compliance with the legal and contractual terms of the website;
- (5) You will not use the website through automated methods, whether via bots, scripts, or other non-human means;
- (6) You will not use the website for unlawful or unauthorized activities;
- (7) Your use of the website will not violate any law or regulation, including anti-fraud provisions.

#### 3.2

The website reserves the right to deny access at its discretion. The website may block access for any user attempting to provide inaccurate, incomplete, or misleading details.

### **4. Prohibited Activities on the Website:**

#### 4.1

You are not permitted to use the website except for its intended purposes. Using the website for commercial or personal unauthorized activities is strictly prohibited, and you may not use it to perform actions without prior specific authorization from the website. Additionally, the website reserves the right to act against users who misuse the site in a way that violates its intended use or legal obligations.

#### 4.2

The website reserves the right to process, cancel, or manage reservations without prior notice, especially in cases of improper or illegal use of the website. Any violation of these terms may lead to restrictions, cancellations, or other actions deemed necessary by the website.

#### 4.3

While using the website, you are prohibited from:

##### 4.3.1

Uploading or transferring content that adds, creates, or installs additional features, structures, or components without explicit permission from the website, including malicious content.

#### 4.3.2

Performing any activities that disrupt the natural use and design of the website.

#### 4.3.3

Using automated methods or external tools to extract, collect, or copy any information from the website, including bots or unauthorized scripts.

#### 4.3.4

Duplicating, reselling, or transmitting content or services from the website in ways that conflict with its terms or intended use.

#### 4.3.5

Removing, altering, or disabling the website's functions or its content.

#### 4.3.6

Engaging in improper use of the site's interface or providing false or misleading information while using the website.

#### 4.3.7

Using automated systems, such as scripts, to collect data, manipulate information, or interact with the website in ways that are not permitted.

#### 4.3.8

Attempting to impersonate or harm another individual.

#### 4.3.9

Using the website to distribute misleading or defamatory content that could harm others.

#### 4.3.10

Reproducing or distributing any part of the website without authorization.

#### 4.3.11

Blocking or restricting access to any features or services of the website for other users.

#### 4.3.12

Tampering with or removing intellectual property notices or disclaimers from the website.

#### 4.3.13

Copying or reverse-engineering any code from the website, including JavaScript, HTML, Flash, or PHP, unless explicitly authorized.

#### 4.3.14

Uploading harmful files (e.g., viruses, Trojan horses) to the website that could damage its operation or harm other users.

#### 4.3.15

Using the website for any illegal purposes or actions contrary to public policy.

#### 4.4

All use of the website must comply with applicable laws, regulations, and terms outlined herein.

## **5. Third-Party Content:**

### 5.1

The website allows the use of links and connections to other websites (“third-party sites”) as well as articles, images, text, graphics, designs, audio, video, music, apps, and other content belonging to or originating from third parties (“third-party content”). The third-party content is provided by third-party sources and does not belong to the website.

The website does not endorse or guarantee third-party content published through the website, accessed through links, or referenced on the website, including content, opinions, credibility, managerial or privacy practices, or policies of such third-party content. Use of any third-party content or sites is not authorized unless explicit approval is granted by the relevant third party.

### 5.2

The website does not assume responsibility for any purchases or transactions conducted on third-party sites or through third-party content. All actions are subject to the terms and conditions of the respective third party.

## **6. Website Management:**

### 6.1

We reserve the right to:

- (1) Enforce or waive parts of these terms;
- (2) Take legal action against any violation of the terms or laws governing the website;
- (3) Disable or block your access to the website at our discretion, without prior notice, if deemed necessary;
- (4) Operate the website in a way that protects its intellectual property rights, privacy, and lawful operations.

## **7. Privacy Policy:**

### 7.1

When leaving details on the website, you may be asked to provide personal information such as name, phone number, email address, and other details necessary for communication. The information provided will be stored securely and used only for its intended purposes.

### 7.2

By using the website, you consent to the use of your personal information for purposes of communication, services, and any other need explicitly outlined on the website.

### 7.3

The website reserves the right to:

#### 7.3.1

Suspend or terminate services provided through the website;

#### 7.3.2

Remove promotional or non-compliant information from the platform;

#### 7.3.3

Enforce proper use and compliance with the terms;

#### 7.3.4

Block access to the website in cases of misuse;

#### 7.3.5

Provide better services or modify features for users;

7.3.6

Create a direct line for communication between the website and its users.

7.4

While using the website, automated data collection or mass data extraction tools are strictly prohibited.

7.4.1

Your IP address, internet protocol, type of browser, or device type for identification and analysis.

7.4.2

Your activities on the website, including pages visited or sections interacted with, for internal analytics.

7.4.3

Device errors or failures, such as minor text files (cookies) stored electronically, to enhance your user experience and safeguard your activity on the site.

7.4.4

Any changes or updates related to your use of the website or information submitted.

**7.5**

We may share your personal data with third parties as necessary to facilitate services, including payment details and transaction verification.

**7.6**

We reserve the right to transfer user information to third parties in the following circumstances:

7.6.1

With your explicit consent or instructions.

7.6.2

In compliance with legal obligations, such as court orders or law enforcement requests.

7.6.3

To defend intellectual property or the contractual rights of the website.

7.6.4

In the case of a dispute between you and the website regarding personal data usage or obligations.

7.6.5

If parts of these terms are violated by users, which includes misconduct or fraudulent actions.

7.6.6

For any operational or legal purposes requiring third-party data sharing.

**7.6.7**

If the website merges or is transferred to another entity or owner, the information on the website will also be transferred to the new entity under the same existing terms unless stated otherwise.

**7.7**

Examples of how the website may use your information:

#### 7.7.1

To open and maintain your account.

#### 7.7.2

To provide you with customer service and share your information with potential partners or advertisers for marketing purposes, such as through platforms like Google, Facebook, and others.

#### 7.7.3

To generate statistics or anonymized data for the website's improvement, including the sharing of anonymized information with third-party service providers.

#### 7.8

Any data shared for business purposes will be anonymized and used only for improving services, with no identifiable personal information shared unless explicitly authorized.

### **8. Uploads, Publications, and Content Submission:**

#### 8.1

Any content submitted or uploaded to the website will be reviewed to ensure it complies with the website's guidelines and may be removed if deemed inappropriate.

#### 8.2

By submitting content to the website, you agree to abide by all stated terms and conditions.

#### 8.3

The website prohibits uploading content that violates applicable laws or regulations, including copyrighted or proprietary material.

#### 8.4

Submitting personal data of others, such as names, phone numbers, or addresses, without explicit consent is strictly prohibited.

#### 8.5

The website reserves the right to remove content at its discretion, even if the content complies with these terms.

#### 8.6

The website does not guarantee that submitted content will remain available or protected on the website indefinitely.

#### 8.7

Submitted content may be used for promotional or marketing purposes and can be shared with third-party collaborators.

#### 8.8

By uploading content, you grant the website a non-exclusive license to use, share, and distribute the content as needed, including adapting it for various uses.

#### 8.9

The website reserves the right to reject or remove content that violates its standards or interferes with its operations.

#### 8.10

If any uploaded content is deemed illegal, harmful, or in violation of these terms, the website reserves the right to delete it without prior notice.

##### 8.10.1

The user bears sole responsibility for any content uploaded in violation of laws.

##### 8.10.2

Legal action may be taken against users who submit unlawful or harmful content.

##### 8.10.3

In cases where the website is used for competitive purposes.

##### 8.10.4

If any of the terms of use are violated.

##### 8.10.5

If any action is taken through the website to harm or misuse its services in any way.

#### 8.11

The website does not guarantee that the information provided is free of errors or inaccuracies.

#### 8.12

All information presented, including data and advertisements, is provided “as is” and may not be accurate or reliable. The website is not liable for any errors or omissions in this information.

#### 8.13

The website is not responsible for damages caused by advertisements, including any inaccuracies or errors in third-party promotional content.

### 9. Protection of Intellectual Property:

#### 9.1

We respect the intellectual property rights of others. If you believe that any content on the website infringes your intellectual property rights, please contact us with the relevant details, and we will investigate the matter accordingly.

### 10. Changes to Services:

#### 10.1

The website reserves the right to change or remove any content or services at any time, for any reason, without prior notice. Users will not be compensated for any such changes.

#### 10.2

The website may transfer or assign its services or rights to third parties with proper notice and in accordance with applicable laws.

#### 10.3

The website does not guarantee uninterrupted services or that its platform will be free of errors or vulnerabilities. Users are advised to take appropriate security precautions.

## **11. Orders and Purchases on the Website:**

### 11.1

All orders and purchases made through the website must comply with its terms. The website reserves the right to change order details without prior notice.

### 11.2

Specific terms may apply to products or services, which will be clearly outlined on the relevant pages of the website.

### 11.3

Custom or third-party orders must be approved through the appropriate contact channels and are subject to separate terms and agreements.

## **11. Orders and Purchases on the Website (Continued):**

### 11.4

When ordering services through the website, the user must provide accurate, complete, and detailed information regarding the request. The website reserves the right to cancel or adjust any order if discrepancies or errors are found. Refunds for canceled orders will be processed using the same payment method initially used.

### 11.5

If for any reason payment is declined or disputed (e.g., rejected credit card or non-payment), the website reserves the right to cancel the order and may block access to additional services. Unpaid amounts may incur additional fees.

### 11.6

Purchases through the website are subject to confirmation of the requested service or product and any applicable delivery terms.

### 11.7

During the purchase process, the website will send confirmation notifications, including order details and a unique order number, via email or text message.

### 11.8

Orders are valid only upon receipt of final confirmation, including all order details.

### 11.9

The website reserves the right to decline any order that appears fraudulent or unauthorized. This includes orders that violate any terms or require special approval from third parties.

### 11.10

The website may adjust the terms of sale or cancel an order if external factors, such as regulatory requirements, impact the transaction.

### 11.11

The website does not guarantee availability of specific services or products and reserves the right to remove items from the catalog at any time.



#### 11.12

In cases where disputes arise regarding the terms of purchase, the website will adhere to applicable laws and may refer unresolved disputes to arbitration or legal proceedings.

#### 11.13

For security purposes, the hotel reserves the right to perform a verification process on credit card details with the issuing company. In such cases, a temporary hold of 1,500 NIS may be placed on the card for verification purposes only. The hold will be released a few days after the verification process is completed.

#### 11.14

Payment in advance, including the hotel's approval, will be subject to applicable laws and regulations under Israeli law, as outlined in the 2018 Consumer Protection Law.

### **12. Policy on Changes and Cancellations of Orders:**

#### 12.1

Requests for changes or cancellations must be submitted through the communication channels outlined in the terms.

#### 12.2

Cancellations of hospitality services will be permitted within 14 days of the transaction or receipt of the order confirmation (as applicable), provided the cancellation occurs more than 7 days before the scheduled service date.

#### 12.3

In cases where cancellation occurs as stated in Section 12.2, the client will be charged a cancellation fee of 100 NIS or 5% of the order value, whichever is lower, according to legal provisions.

#### 12.4

Refunds will not be granted for cancellations made less than 7 days before the scheduled service date unless otherwise explicitly stated.

#### 12.5

Refunds will only be issued through the original payment method used for the transaction.

#### 12.6

All monetary refunds will be processed within the timelines and methods stipulated by the relevant payment provider.

#### 12.7

These terms comply with consumer protection laws, including Amendment 1-1981, ensuring clear and transparent cancellation rights.

### **13. Website Liability:**

#### 13.1

The content on the website is provided "AS IS" and may not meet the specific needs of all users. The website does not guarantee that it is free of errors, bugs, or inaccuracies. The use of the website is entirely at the user's own responsibility.

### 13.2

The website disclaims all liability for damages resulting from the use of its content or services. Users agree not to hold the website responsible for any:

1. Errors, inaccuracies, or omissions.
2. Direct or indirect damages, including financial, bodily harm, or other forms of damage caused by the use of the website or third-party content accessed through it.

### 13.3

The website is not liable for disruptions or limitations in its operations due to external causes, unauthorized use, or harmful interactions, including fraud or hacking.

### 13.4

All services and products displayed on the website are provided as-is and for general informational purposes only. The website is not responsible for ensuring suitability for specific uses unless explicitly stated.

### 13.5

Information or presentations of products/services displayed on the website or through its business partners, including third-party links or content, are provided as-is. The website is not responsible for verifying the accuracy of such information or for discrepancies in its presentation.

### 13.6

The website is not liable for any discrepancies, errors, or failures related to bookings, reservations, accommodations, or any other services provided. Liability is limited to the extent of services delivered to the client as outlined.

### 13.7

The website cannot guarantee the accuracy or completeness of the information presented on the platform, including product descriptions, pricing, or availability.

### 13.8

The website reserves the right to delay or cancel services due to external circumstances, technical limitations, or third-party delays. This includes cases of force majeure or events beyond the website's control.

### 13.9

The website is not responsible for issues stemming from system errors, payment disputes, or technical failures related to third-party services integrated into the platform.

## **14. Governing Law:**

### 14.1

These terms of use are governed solely by the laws of the State of Israel but do not necessarily reflect adherence to international conventions or agreements.

### 14.2

Disputes arising under these terms will be resolved exclusively in the courts of the Jerusalem District. Any disputes between you and the website will be subject to the jurisdiction of these courts.

## **15. Errors or Technical Inaccuracies:**

### 15.1

The website strives to provide accurate and reliable information, but it does not guarantee the completeness or correctness of its content. The website reserves the right to correct or update information on the platform without prior notice.

## **16. Conclusion:**

### 16.1

These terms of use remain binding at all times. The website reserves the right to restrict access or terminate use of the website if violations occur, with or without notice or justification.

The website reserves the right to determine the extent of liability at its discretion. Accordingly, the website may terminate your use of the platform, including any content or information published, at any time and without prior notice.

## **17. Changes:**

### 17.1

These terms and conditions apply to all agreements and guidelines regarding the use of the website. Any failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such rights or provisions. The website reserves the right to update, modify, or replace any part of these terms at its sole discretion.

### 17.2

Should any part of these terms be deemed unenforceable or invalid, the remainder of the terms shall remain enforceable, and the invalidated provision shall be replaced with a valid and enforceable one that best matches the original intent.

## **18. Contact:**

### 18.1

The website adheres to legal regulations and respects the rights of its users. If any content published on the website violates these terms or is deemed inappropriate, please contact us, and we will address your concerns promptly.

Address: **26 Atzmaut Street, Be'er Sheva**

Phone: **0586612846**

Email: **info@domusnegev.co.il**

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