

Elma Terms of Use

Last updated on: 3.12.2014

PLEASE READ THIS DOCUMENT CAREFULLY. MusicArt Ltd. Company Number 513771279 ("**Company**"), with its registered address at 13 Noah Moses St., Tel-Aviv, Israel, is the owner and operator of an arts center & hotel ("**Hotel**"), located at 1 Yair St., Zichron-Yaakov, Israel. Company and the Hotel shall be jointly referred to herein as "**Elma**", "**We**", "**Our**" or "**Us**".

We provide certain services, including reservation of rooms in the hotel, through Our website located at www.elmahotel.co.il ("**Website**") and related domains, including mobile applications (collectively, the "**Service**"). By using the Service in any way (jointly "**Customer**" or "**Customers**", as the case may be), you accept these Terms of Use ("**Terms**"), which form a binding legal agreement between you and Elma. If you do not agree to be bound by these Terms, do not use or otherwise access the Website.

The Elma user agreement ("**Agreement**"), incorporates and includes: (i) these Terms; and (ii) the privacy policy ("**Privacy Policy**"), which form an integral and inseparable part of the Agreement. Unless expressly specified otherwise: (i) any reference to the Service in these Terms shall include any part thereof; and (ii) all provisions of these Terms shall apply for the benefit of: (a) any other subsidiaries and/or affiliates of Elma, including their successors and assigns; (b) any entity controlling Elma, including Company; (c) any entity controlled by Elma; and (d) any entity in common control with Elma. Terms in these Terms appearing in the singular form shall include the plural form, and vice versa, and terms appearing in the masculine, feminine or neuter forms shall include all other forms, unless expressly set forth otherwise.

Updates

We reserve the right, in Our sole discretion, to change these Terms ("**Updated Terms**") from time to time, without any advance notice before the Updated Terms come into effect. You agree that we may notify you of the Updated Terms by posting them on the Website, and your continued use of the Service after the effective date of the Updated Terms constitutes your agreement to all terms and conditions of the Updated Terms. We recommend you to review any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or on such later time as may be specified in the Updated Terms, and shall apply to your use of the Service from that point onward.

Your Representations & Warranties

1. You acknowledge that you are at least of legal age allowing you to perform transactions in your country of residency, and at least 18 years old in order to use the Service.
2. If you are using the Service on behalf of a legal entity (including a company, partnership or a licensed dealer), you represent that you are authorized to perform any action on behalf of that legal entity.

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3. You represent that all information you provide Us at all other times will be true, accurate, current and complete, and you agree to update your information as necessary to maintain its accuracy.
4. You agree that you will not solicit, collect or use the details of other Customers.
5. You shall be solely responsible for keeping your password (if any) in secret and secure. You shall further be solely responsible for all telephone, computer, modem and other equipment and software necessary to access and use the Service, and for all charges necessary for such access and use.
6. You shall not do any of the following: post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other illegal content via the Service, defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities, post private or confidential information via the Service, including, without limitation, any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses. If you do any of the above actions, We shall be entitled to immediately terminate your use of the Service.
7. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service, including but not limited to, intellectual property rights and privacy protection laws.
8. You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Website and/or servers and/or networks connected to the Service, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device or manual process to monitor, scrape or copy the Website or the Elma Content (as defined in Section 27 below) contained therein, or any aspect and/or part of the Website or the Elma Content, without the prior express consent from Our authorized representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to our Website).
9. You agree that you will not interrupt, disrupt, alter, destroy, impair, restrict, tamper or otherwise affect the proper operation of Website in any way, including, without limitation, through the use of any malicious or unauthorized code, virus, worm, Trojan horse, spyware, malware or any other destructive or disruptive means or technologies.
10. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or with Elma.
11. You must not send unwanted e-mails, comments, likes or other forms of commercial or harassing communications (a.k.a "**spam**") to Customers or to any third party, and if you do so you shall bear all consequences arising there from.
12. You may not inject content or code or otherwise alter or interfere with the way any page is displayed in a Customer's browser or mobile device.
13. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

14. You must not misrepresent and/or provide false or misleading information, including but not limited to, cloaking or altering the information and/or the Elma Content, including identification of the source, time and location any contact was made with the Service via the Internet.
15. You shall not attempt to restrict another Customer from using or enjoying the Service and you must not encourage or facilitate violations of these Terms.
16. You agree that you will make only legitimate reservations in good faith for use by you and your clients only (in the case of a travel agency), and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.
17. We reserve the right to immediately terminate your use in the Service in our sole discretion and without prior notice to you wherever there is a reason justifying such action. If you violate any part of these Terms, act against these Terms or otherwise create risk or possible legal exposure for US, We shall be entitled to stop providing all or part of the Service to you, and you hereby waive and shall be prevented from raising any claim and/or demand from Us in this respect.
18. **Reservations**
 - 18.1. When you wish to purchase services via the website, you will be requested to provide your personal details, including full name, e-mail, phone No. and credit card details ("**Purchase details**"). Elma and anyone on its behalf shall not in any way be responsible, either directly or indirectly, in the event that Purchase Details were not accepted by the system, and/or for any technical and/or other problem that prevents the Customer from purchasing the Service via the Website. Typing false Purchase Details is a criminal offence and legal steps, including demands for indemnification to Elma and/or to anyone on its behalf, might be taken against those who present false information.
 - 18.2. The reservation will be done by inputting the Purchase Details into the system. Credit card details are required to secure the reservation. Customers shall also be able to prepay the fee of their reservation by paying with a credit card, according to the applicable rate appearing on the Website, at the time a Customer performs a reservation. The Customer will receive an automatic response by e-mail confirming the reservation, once all the credit card details have been approved. The Customer must print out or show on a mobile device this confirmation to the front desk or reservations department, upon his arrival at the Hotel.
 - 18.3. Elma offers rooms in the Hotel on the basis of availability only. When a confirmation is sent to the client, reservation is approved. Without this confirmation, Elma shall not be obligated to provide any Service, including rooms at the Hotel.
19. **Cancellation Policy**

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- 19.1. Any Customer purchasing services from Elma shall be eligible to cancel the transaction in accordance with the provisions of the Consumer Protection Law, 5741-1981 ("**Consumer Law**"), and specifically provisions of section 14C(c)(2) of the Consumer Law - meaning within fourteen (14) days of the day the transaction was confirmed by Elma; *provided* however, that the cancellation will be effective only if the request to cancel was furnished to Elma at least two (2) business days before the time in which the Service was to be provided.
- 19.2. Cancellation should be made in writing, by fax, registered mail or personal delivery to the offices of Elma. In any case of cancellation, the Customer who made the reservation will be charged with a cancellation fee ("**Cancellation Fee**") which shall be the lower amount of: (i) five percent (5%) of the reservation's value; or (ii) NIS one hundred (100); *provided* however, that such cancellation was not made as a result of a fault or discrepancy between the Service and the details furnished to the Customer, as set forth under section 14E(a) of the Consumer Law, and if cancellation was due to the existence of the conditions of section 14E(a) to the Consumer Law exist, no Cancellation Fee shall be required from the Customer.
- 19.3. Without derogating from the provisions of Section 19.2 above, cancellation shall be further subject to the following terms and conditions, which shall apply at all times and during all seasons: (i) the Cancellation Fee will be charged in accordance with the number of actual cancellations made; and (ii) the Cancellation Fee will be charged on each cancellation made by the Customer, regardless of the number of rooms reserved.
- 19.4. The cancellation right as stated in Section 19.1 above shall not apply to the services set forth in section 14C(d)(2) of the Consumer Law (accommodation, travel, leisure or entertainment services), in the event that the time for providing services begins within seven (7) business days as of the day of transaction performance. In such an event the Customer shall be charged with a special Cancellation Fee ("**Special Cancellation Fee**") in an amount of fifty percent (50%) of the value of the original transaction, subject to the following conditions: (i) the Special Cancellation Fee shall be calculated only according to the value of the rooms that were cancelled and not according to the value of the reservation in its entirety; and (ii) half of the Special Cancellation Fee (that is twenty five percent (25%) of the value of the original reservation), will be made available to the Customer for making a reservation of a vacation in the Hotel at another time. This right will remain at the Customer's disposal for a period of six (6) months only, as of the date of the original reservation.
- 19.5. Cancellation during July-August, holidays and special events shall be subject to the following provisions: (i) cancellation made within twenty one (21) business days and up to fourteen (14) days prior to the date of provision of the Service in accordance to the reservation shall be charged with the Cancellation Fee (i.e. - five percent (5%) of the reservation's value or NIS one hundred (100) in accordance to the lower sum); (ii) cancellation made within fourteen (14) business days and up to seven (7) days prior to the date of provision of the Service in accordance to the reservation shall be charged with twenty five percent (25%) of the value of the original reservation; and (iii) cancellation made within seven (7) days prior to the date of provision of the Service in accordance to the reservation shall be charged with the Special Cancellation Fee (i.e. - fifty percent (50%) of the value of the original reservation), and provisions of Section 19.4 above shall not apply to cancellation according to this Section 19.5.



- 19.6. Customers will be granted with one (1) opportunity for making changes of any sort to their reservations, within a period of three (3) months as of the date of the original reservation, and subject to the condition that the changes will not be made within the four (4) business days prior to the date of arrival in the Hotel.
- 19.7. We reserve, at Our sole discretion, the right to cancel or change the conditions related to the acceptance of reservations, as well as the prices published on the Website, at any time, for any reason or for no reason.
- 19.8. All prices quoted on the Website may appear in NIS or in USD (and if in USD - at a conversion rate determined in accordance to the applicable representative rate, including any fees and/or commissions, subject to Elma`s sole discretion). It is clarified that prices quoted in NIS shall include V.A.T, and prices quoted in USD shall not include V.A.T, and the following provisions shall apply: (i) non-Israeli citizens with a valid tourist visa shall be exempt from paying V.A.T, and in the event a non-Israeli citizen was charged with a price in NIS (which includes V.A.T), and presents Elma with a valid tourist visa, such guest shall be entitled to reimbursement for any V.A.T paid by him; (ii) in the event of Israeli citizens and non-Israeli citizens without a valid tourist visa, such guests shall be charged with V.A.T, no matter if their reservation was made in NIS or in USD; and (iii) in the event an Israeli citizen performed a reservation in USD (which does not include V.A.T), V.A.T shall be added and charged to such reservation.
- 19.9. The stay of the Customer shall commence (check-in time) at three o'clock (15:00) on the day specified in the reservation and shall end (check-out time) at twelve o'clock (12:00) on the day specified in the reservation.
- 19.10. A baby shall be defined as individuals from birth and up to the age of two (2) years, and a child shall be defined as individuals from the age of two (2) years and up the age of twelve (12) years, with respect to the stay in the Hotel.
- 19.11. No duplication of transactions shall be available under any circumstances.
- 19.12. The number of rooms is limited and implementation of the reservation shall be based upon availability only.
- 19.13. Customer`s request to cancel the transaction shall be his confirmation to collect the Cancellation Fee or Special Cancellation Fee, as the case may be, as a final and binding compensation for the cancellation.
- 19.14. Provisions of this Section 19 shall not apply with respect to Shows (as defined below), and the cancellation process applicable to such is as set forth in Section 21.4 below.

20. **Hotel Facilities & Activities**

It is clarified that additional terms and conditions may govern certain facilities and activities available to the Hotel`s guests, such as the Hotel`s spa and gym, including a requirement from such guest to fill in a health declaration ("**Health Declaration**"), prior to using such facilities

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and/or taking part in such activities. Without derogating from such Health Declaration's wording, a guest who chooses to use the services of the spa and/or the gym hereby waives and shall be prevented from raising any claim and/or demand from Elma in the event any damage is caused to him during such use, including, *inter alia*, physical damages caused to the guest after providing false, misleading or inaccurate information in contradiction to his representations included in the Health Declaration.

21. **Concerts, shows and master's classes**

The Hotel offers guests and non-guests (jointly "**Purchaser**" or "**Purchasers**", as the case may be) the option to purchase tickets to concerts, shows and master's classes (jointly "**Shows**" or a "**Show**", as the case may be), and such activities shall be governed by the specific terms and conditions set forth herein. Shows shall take place at the Elma and Cube halls (jointly "**Halls**"), galleries, master's classes and the Hotel's garden. All other provisions of the Agreement shall apply to Shows, *mutatis mutandis*, except for the provisions of Section 19 above.

21.1 Tickets

Purchasers shall have the possibility to order tickets for Shows in the following options: (i) as appearing on the Website; (ii) at the Hotel's front desk; or (iii) via the following telephone No.: 04-6300123 ("**Tickets**"). Tickets for Shows taking place in the Halls shall be designated with numbered seats. Tickets for Shows taking place in the galleries, master's classes, garden and other locations shall not be designated with numbered seats. In order to allow the largest number of people to enjoy the Shows, Elma requests that if you choose to purchase a Ticket for a Show with numbered seats, please do so in a way that shall not create single available seats. Elma reserves the right to change the seating of Purchasers, but shall however notify the Purchaser on such change. Please be advised that one (1) Purchaser shall be eligible to purchase up to ten (10) Tickets.

21.2 Payments

Payments for Tickets shall be performed through the Website via credit card or at the Hotel's front desk in cash or credit card. At the time of performing a reservation through the Website, Purchaser shall be charged with the full purchase price for the Ticket(s). Confirmation of the transaction for Purchaser's reservation via its credit card carrier shall be a required pre-condition to performance of the reservation (if performed via credit card). Division of the reservation into payments, without interest, shall be possible in accordance to the sum limits as appearing on the Website.

21.3 Tickets Pick-up

Pick-up of the Ticket(s) by Purchasers shall be available at the Hotel's front desk, twenty four (24) hours, seven (7) days a week. It is clarified that on the Show's date, pick-up shall be available until the Show's commencement. In order to pick-up a Ticket(s) purchased via the Website or telephone, Purchasers shall be required to present the credit card through which they purchased such Ticket(s), and a valid identification means.

21.4 Shows Cancellation Policy

After performance by Purchaser, there shall be no possibility to change the payment means, payment method (onetime payment or payments), to change the Show or its

date. Requests for transaction cancellation should be made in writing, by fax, registered mail or personal delivery to the offices of Elma, and shall include the reservation number, Show name, Show date, credit card carrier and Purchaser's details including contact details.

Cancellation of the transaction shall be available to the Purchaser up to forty eight (48) hours before the Show's date. In such an event a refund shall be provided to Purchaser, via his credit card carrier, or in cash in case of payment at the Hotel's front desk in cash; *provided* however, that Purchaser shall be charged with the Cancellation Fee (i.e. - five percent (5%) of the transaction's value or NIS one hundred (100), in accordance to the lower sum). Purchaser's request to cancel the transaction shall be his confirmation to collect such Cancellation Fee, as a final and binding compensation for the cancellation. Purchaser shall not be entitled to cancel a part of a certain transaction (e.g. - one (1) Ticket out of three (3) purchased), and in such cases Purchaser shall be required to cancel the entire transaction.

General Terms & Conditions

22. We do not guarantee the integrity or creditworthiness of any Customer. You agree that We are not responsible or liable for the conduct of any Customer. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other Customers.
23. There may be links from the Service, or from communications you receive from the Service, to third-party websites or features. There may also be links to third-party websites or features in commercials, images or comments within the Service. The Service also includes third-party content that we do not control, maintain or endorse. We do not control any of these third-party web based services or any of their content. You expressly acknowledge and agree that We are in no way responsible or liable for any such third-party services or features. Your correspondence and transactions with third parties found through the service are solely between you and such third party. We shall also not be responsible for the terms of use or privacy policies of those third-party websites or to the user identification means they use.
24. We may display advertisements and promotions as part of the Service, and you hereby agree that We may place such advertising and promotions on the Service. The manner, mode, extent and changes of such advertising and promotions are subject to Our sole consideration.
25. You acknowledge that We shall be entitled not to identify paid services, sponsored content and/or commercial communications as such.
26. You acknowledge that with respect to all your communications with Us regarding Elma, including but not limited to feedback, questions, comments, suggestions and the like: (i) you shall have no right of confidentiality in such communications and we shall have no obligation to protect your communications from disclosure to third parties; (ii) we shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (iii) we shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such

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information. The above is limited only by our commitment and obligations pertaining to your personal information, as further specified under our Privacy Policy.

27. The Service contains information and content solely and exclusively owned by, or licensed by third parties to, Elma ("**Elma Content**"). Elma Content is protected by copyright, trademark, patent, trade secret and other laws, and Elma owns and retains all rights and title in and to the Elma Content and the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights incorporated in or accompanying the Elma Content and you will not reproduce, modify, reverse engineer, adapt, prepare derivative works, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Elma Content, except to the extent travel agents permitted by Elma to use such part of the Elma Content for business-only purposes. No license or right in the Elma Content and/or in the Service, or in any part thereof, is granted to or conferred upon you.
28. The Elma name and logo are copyrighted to Elma, and may not be copied, imitated or used, in whole or in part, without the prior, written permission of Elma. In addition, all page headers, custom graphics, button icons and other custom features are service marks, trademarks and/or trade dress of Elma, and may not be copied, imitated or used, in whole or in part, without prior written permission from Elma.
29. You agree that you shall not perform, either directly or indirectly, any act or omission which may in any way jeopardize, adversely affect the validity or enforceability of, or otherwise infringe or misappropriate, any of Our rights, titles and interests in and to the Service, Elma Content, Website and software, including but not limited to, their components and methods, all information provided by the Service, or any property, intellectual property and proprietary rights related thereto (jointly "**Elma Rights**"). You further agree that you will not oppose or contest any application by Us and/or by any of Our affiliates in connection with the Elma Rights, in any jurisdiction or under any law and/or treaty, and shall assist Us or any of our affiliates in any such process, including by way of execution of any required document.
30. Elma Content may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to your transaction. Without derogating from the provisions of the disclaimer and limitation of liability below, Elma shall not assume responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor reservations or to refer to information affected by such inaccuracies. Elma reserves the right to make changes, corrections, cancellations and/or improvements to Elma Content, and to the products and services described in such information, at any time without notice, including after confirmation of a certain transaction.
31. Some pages and/or parts of the Website may be restricted to the access of travel agents or to other authorized parties. The information and content contained in such restricted pages and/or parts is confidential, shall be deemed an inseparable part of the Elma Content, and is provided for business use only. We reserve the right to prohibit access to, or use of, these restricted pages and/or parts where We determine that such use or access interferes with the Website's operations or that such use or access results in commercial benefits to third parties to our detriment.
32. It is Our intention to keep the Service available at all times. However, there may be occasions when the Service may be interrupted, including, without limitation, for scheduled

maintenance or upgrades, for emergency repairs or due to failure of the Internet, communication links and/or equipment.

33. **Disclaimer of Warranties**

The service, including, without limitation, elma content, is provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, neither we, nor any parent company, or any of their employees, shareholders, directors, managers, officers or consultants (collectively, the "**elma parties**") make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to: (a) the service; (b) elma content; or (c) security associated with the transmission of information to us or via the service. In addition, elma parties hereby disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer viruses.

Elma parties do not represent or warrant that the service will be error-free or uninterrupted; that defects will be corrected; or that the service or the servers that contain the service's information are free from any harmful components, including, without limitation, viruses. Elma parties do not make any representations or warranties that the information (including any instructions) on the service is accurate, complete or useful. You acknowledge that your use of the service is at your sole risk. Elma parties do not warrant that your use of the service is lawful in any particular jurisdiction, and specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties. In such jurisdiction the above disclaimer may not apply to you to the extent such jurisdiction's law is applicable to you and to these terms.

By accessing or using the service you represent and warrant that your activities are lawful in every jurisdiction where you access or use the service.

34. **Limitation of liability; waiver**

Under no circumstances will elma parties be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to: (a) the service; (b) elma content; (c) your use of, inability to use, or the performance of the service; (d) any action taken in connection with an investigation by us or by law enforcement authorities regarding your or any other party's use of the service; (e) any action taken in connection with copyright or other intellectual property owners; (f) any errors or omissions in the service's operation; or (g) any damage to any customer's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits or contracts, loss of anticipated savings, loss of goodwill, loss of data, work stoppage, wasted management or office time, accuracy of results or other malfunction, even if foreseeable or even if the elma

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parties have been advised of or should have known of the possibility of such damages, whether in contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure or theft or total loss of the service).

In no event will the elma parties be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury, unless as set forth in the last paragraph below. Certain jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, and in such jurisdictions the above limitation or exclusion may not apply to you. In no event will elma parties` total liability to you for all damages, losses or claim exceed one hundred united states dollars (\$100.00).

You agree that in the event you incur any damages, losses or injuries that arise out of our acts or omissions, the damages, if any, caused to you are not sufficient to entitle you to an injunction preventing any exploitation of any website, service, property, product or other content owned or controlled by the elma parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by the elma parties.

By accessing the service, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected.

Elma parties are not responsible for the actions, content, information, or data of third parties, and you release elma parties, from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such parties.

The disclaimer, limitation of liability and waiver provisions set forth in Sections 33 and 34 above, shall not affect Our liability for death or personal injury arising from Our negligence, Our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability that cannot be excluded or limited under applicable law.

35. **Indemnification**

You and anyone acting in your name and on your behalf, agree to defend (at Our request), indemnify and hold the Elma Parties harmless from and against any claims, liabilities, damages, losses and/or expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your access to or use of the Service; (ii) your breach or alleged breach of these Terms; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by the Elma Parties in the defense against any such claim. Elma Parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of the Elma Parties.

36. **Order of Precedence**

In the event of a contradiction or discrepancy between the provisions of these Terms and any the provisions of the Privacy Policy, the provision most beneficial with Elma shall prevail and

supersede in all respects, and you hereby waive and shall be prevented from raising any claim and/or demand from Us in this respect.

37. **Statute of Limitations Agreement**

You agree that any claim you may have arising out of or related to your relationship with Elma must be filed within one (1) year after such claim arose. Any claim filed with Us after such one (1) year period, shall be permanently void. Provisions of this Section shall be deemed an agreement with respect to section 19 of the Israeli Statute of Limitations Law, 5718-1958.

38. **Governing Law; Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to any principles of conflicts of laws. The competent courts located in Tel-Aviv, Israel, shall have sole and exclusive jurisdiction with respect to any dispute arising from the performance or interpretation of these Terms. You will not object to jurisdiction or venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. You agree that you will not file or participate in a class action against Us. You acknowledge that these Terms will specifically not be governed by the United Nations convention on contracts for the international sale of goods.

39. **Notices**

Notices to you may be made via either e-mail or regular mail. The Service may also provide notices of changes to documents or other matters by displaying such notices or links to revised documents on the Service. Notice to Us may be made by registered mail to: Elma Hotel, 1 Yair St., Zichron-Yaakov, 309420, Israel. Delivery by facsimile or e-mail shall be sufficient and be deemed to have occurred upon electronic confirmation or receipt.

40. **Territorial Restrictions**

The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Us to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that We provide.

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