

## **User Agreement**

**Whereas:** the User is a duly registered business that has all required licenses and permits to enter into this engagement and the deals in accordance with this Agreement;

**And whereas:** the User has asked the Portal operator to allow it to surf through the Portal and perform engagements and deals, all in accordance with the terms and provisions specified in this Agreement;

**The Parties Have Therefore Agreed and Stipulated between Them as Follows:**

### **Treatment of the Preamble and Appendixes**

1. The preamble to this Agreement and its appendices constitutes an inseparable part thereof.
2. Section headers in this Agreement are for convenience purposes only, and they may not be appealed to in its interpretation.

### **General**

3. The Portal is Active at the address: <http://www.roooms.com>, and this Agreement applies to the use of this website or any other website that may replace it or be added to it in the future.
4. The Portal is a platform to make deals with third parties appearing thereon, whereas the services are offered by the various third parties, not by the Portal, and the Portal shall not be held responsible for these services. The User shall use the Portal as a platform to view the services offered by third parties, and the Portal has no responsibility whatsoever due to them or in connection with them. Without derogating from the above said, it is clarified and agreed that the Portal shall not be liable due to any harm, direct or indirect, caused due to the use of the Portal, and the User hereby releases the Portal from this responsibility, and the use of the Portal is subject to this essential condition.
5. Any third party content appearing on the Portal including publications, recommendations, declarations, services, and all other information or content they will

present, is done by them at their exclusive responsibility and not by the Portal, and the Portal shall have no responsibility in connection with that.

6. This Agreement shall come into effect only after the following cumulative terms will be fulfilled:
  - 6.1. The User's registration to the Portal (with or without pay), and opening a request for services.
  - 6.2. Charging the User (when appropriate) and obtaining the Portal's written confirmation that the User is approved to receive services, this confirmation being subject to limitations the Portal will impose on the User, including the limitations specified in this Agreement.
7. The User hereby declares and approves in advance that in the event that actions will be performed contrary to the Portal's orders, the Portal shall be exempt from any liability toward the User and it will be allowed (but not obligated to) terminate the services provided to the User and/or block it from accessing the Portal, immediately and with no need for advance notice. The User's activity in the Portal and/or in connection with the Portal must be for legal objectives only.
8. The User shall not use the Portal to advertise and/or lobby for commercial, religious, political, non commercial and/or other reasons, or for other reasons that directly or indirectly compete or may compete with the Portal, directly or indirectly.
9. This Agreement is subject to the Portal regulations (hereinafter: the "Regulations"). Whenever that said in this Agreement may contradict that said in the Regulations, the provisions of the Regulations shall override.

The Portal may make repairs and/or changes to the Portal and/or the Regulations from time to time, at its exclusive discretion and without notice, and the User must read the updated provisions of the Regulations whenever it will enter the Portal.

10. On its part, the User undertakes not to allow any other party beside it to enter and use the Portal. The User undertakes not to disclose or transfer the log-in details it was given, including the password, to any other factor, with or without consideration. The User is solely responsible to protect the log-in details and the secrecy of the Portal password/s and/or anything related thereto.

11. Furthermore, the User undertakes not to deliver information concerning the prices on and/or through the Portal to others, or the amount of commissions it received, unless it will be approved by the Portal in writing and in advance.
12. For the avoidance of doubt, it is hereby clarified that the Portal is not a travel agency / hotel / vehicle rental company / airline, etc. These services are provided upon the Portal platform by third parties, and the Portal is merely a channel, it does not constitute a part of the deals, and it shall bear no responsibility or liability due to any engagement and/or deal that may or may not be performed, nor its consequences.
13. The Portal reserves to right to remove the Portal from the internet, change and/or terminate any feature and/or characteristic and/or use of the Portal, including its content, activity hours and the required equipment to access and use the Portal, at any time. The Portal may stop disseminating any information, it may change or terminate any method of information transmission, and it may change the data transfer speeds or any other characteristic, change the third parties and their essence, remove categories of third parties or remove or change the identity of participating third parties within the categories, thin them out, change or cancel the Portal's commission policy altogether and/or that of one of the services and/or one of the types of services, at its exclusive discretion, with no need for any advance notice.
14. The Portal reserves the right not to enable a certain deal for any reason whatsoever and at its exclusive discretion, without being bound by to provide any reason or explanation.
15. The Portal may terminate this Agreement immediately and with no advance notice, for a certain period or forever at its exclusive discretion, with no need to explain the decision.
16. The data, prices, costs, etc., presented on the third party websites, if the connection thereto is made through the Portal, are within the relations between the User and that third party, and the Representations and actions are the sole responsibility of the party who performed them (the User / third party), and the Portal does not have nor will it have any link connecting it to the engagement between the parties, and certainly no responsibility or liability, including any other responsibility that may be required to make this deal, directly or indirectly.

17. If the User will choose to make a purchase on a third party website through the Portal, it must verify that this third party received the order, verify its terms and actual execution with the third party.
18. The Portal may suffer from various types of errors, and no duty or responsibility shall apply on the Portal for any availability, and there is no nor can there be any claim of reliance on the Portal on the User's part and/or anyone on its behalf, in any way or form.
19. The User acknowledges that the use of the internet sometimes involves disturbances, and that the Portal shall not be responsible for any disturbance and/or loss of information at the time transferring information online. In the event that the Portal will not be available from time to time for any reason, including due to routine maintenance, due to circumstances dependent on the Portal and due to circumstances independent of the Portal, and the access to the Portal and/or the third party website shall be disturbed, suspended and/or terminated, temporarily or permanently. The User exempts the Portal from responsibility due to any harm and/or payment and/or loss it may be caused due to the above said.
20. It is clarified that the website and all its content are the Portal's sole and exclusive property, or that it is used lawfully and/or with authorization from the right holder. Any copying, distribution, publication or changing the Portal or any part thereof in any other way, without obtaining the Portal's explicit consent in advance, is completely prohibited. Any violation of that said in this section may cause a violation of copyrights, trademarks rights, or other intellectual property rights, in a way that may incur penalties and/or criminal and/or civilian fines and/or damages or indemnifications.

### **Commissions**

21. The User may be entitled to a commission in accordance with the terms of the deal and the Portal's policy on commissions due to a deal that will be lawfully and duly performed, in accordance with the terms and policy of the Portal and the third party website (commission rates are final, include VAT, and they constitute the exclusive

and complete consideration the User will be entitled to), all subject to the fulfillment of the cumulative terms above:

- a. The deal was made duly and lawfully, by an authorized factor, and after completing the Portal's orders in the Agreement and on the third party website.
  - b. The deal was not cancelled by the User and/or that third party.
  - c. The third party transferred the full amount it is entitled to receive in accordance with the agreement between them due to the deal to the Portal.
  - d. The Portal did not cancel the deal in accordance with its right under this Agreement.
22. The User commission payment will be performed on a current+90 basis, provided that at this time, the third party in the deal has already made the full payment to the Portal. The payment to the User shall be performed against a tax invoice the User will provide.
23. Within 5 days of the date of executing this agreement, the User will issue the ordering party a valid confirmation of lawful bookkeeping and a confirmation of the tax rate that must be deducted at the source, as a condition for the commission payment.
24. A report on the Portal's behalf concerning the amount received from the third party shall constitute exclusive evidence of the payment, its amount, date, etc.
25. The Portal may deduct or set off any amount charged to the User's debit toward the Portal from any source, whether they result from this Agreement or any other engagement or source of any kind, from the commissions credited to the User.
26. In cases of concern that there was a flaw in the User's actions toward the Portal and/or anyone on its behalf, the Portal may withhold payment of amounts the User may be entitled to in accordance with this Agreement or stipulate the payment thereof on the alleviation of concern.
27. That said in the above sections constitutes a setoff notice under applicable law and the Portal is not obligated to send a setoff notice in addition to it.

### **The User's Responsibility**

28. The User shall be solely and exclusively responsible for the deal with the third party and toward the client for whom it performed the deal.
29. Any problem that may arise between the User and any third party in connection with the appeal, engagement or deal, shall be at the User's sole and exclusive liability and shall not apply to the Portal in any way whatsoever.
30. The Portal shall not collect a fee from the User due to the deal, only from third parties.
31. Should there be a duty to deduct tax at the source when paying the User by the power of any law, the ordering party shall deduct the tax, at the determined deduction rate in the confirmation the User will provide to the ordering party, or in the lack of an appropriate confirmation - according to the determined rate in accordance with the law.
32. The Portal may limit the User in all that relates to the amount and/or type of deals it may make through the Portal.
33. The User's commercial policy - the User declares that it observes and shall continue to observe a policy of fair trade toward its customers. The Portal is not a party to any dispute that may arise between the User and the customer concerning any services that may have been purchased from any third party through the Portal.

### **Exemption from the Portal's Liability**

34. It is emphasized and clarified that in any event and under all circumstances, the Portal is not, was not and shall not be a party to any offer and/or deal the User, its client and a third party may enter into.
35. The Portal shall not be responsible for any harm and/or loss and/or expense of any kind, including direct, indirect and/or consequential damages the User may suffer due to errors or technical malfunctions and/or any other issue in providing the services, be that cause if the error/malfunction what it may.
36. The User shall bear all risk for deals that were not made in accordance with this Agreement, including deals wherein payment for the service is performed through the

Portal but services are not provided to the right customer and/or in cases when another factor that is not registered in the Portal orders the services.

37. It is clarified that the Portal is not responsible for errors and/or malfunctions in the local and/or global internet network and/or in Bezeq lines and/or in international communication lines that enable dial-up internet access services, and the User shall not be entitled to any relief as said in the event of errors or malfunctions of any kind whatsoever.
38. The User undertakes not to harm the Portal's reputation before third parties who are already on the Portal as of this date, or before any other third party in the field, or before any other factor.

### **Indemnification**

39. Whenever a lawsuit or another legal proceeding against the Portal will be lodged due to the User's act or omission, the User pledges to indemnify and compensate the Portal within 7 days of the day it will notify it of the damage caused by that claim / demand / appeal / lawsuit / any other proceeding.

### **Rights in the Portal**

40. The rights in the Portal, interface and software, including (but not limited to) trademarks, copyrights, reputation, distribution and marketing rights, rights in the technology, knowledge, and any development thereof, the list of customers and details on the customers, rights in the images, and in the various publications, shall belong to the Portal exclusively. The User hereby declares that it does not have nor will it have any claim and/or demand of any kind concerning these rights, and it undertakes to observe them.
41. The User undertakes not to copy or allow another to copy the Portal or any part thereof, the trademarks appearing on the Portal and/or website, and any intellectual property they contain.
42. The Portal may advertise and present content and ads on the Portal at its exclusive discretion anywhere on the Portal where it may desire to do so.

### **Protection of Confidentiality**

43. For the purpose of this Agreement - “**Information**” - all information or knowledge of any kind and type, including and without derogating from the generality of the above said; ice technical, commercial or professional knowledge, business plans, projects, modes and processes of marketing, sales and production, methods, organization, specifications, procedures, names of customers and suppliers, means of contact, agreements, price setting, business activities, applications, ideas, descriptions, financial data, technologies, compositions of materials, patents, programs, work and operation modes, equipment, systems, developments, inventions, improvements, all whether orally or in writing, which the User has become aware of in connection with the ordering party while and after providing the services to the ordering party, or within or following any relation the User may have with the ordering party, and anyone on its behalf, or afterwards, including due to contacts and business discussions held and/or that may be held between the User and the ordering party or in connection with them, and including in accordance with agreements the User and the ordering party may have or in connection with them, not including Information that has entered the public domain, provided only that it did not enter the public domain due to a breach of the User’s duty for protection of confidentiality as said.
44. The User declares and undertakes that during the agreement period and following its termination for any reason and for an unlimited duration -
- a. It will keep the Information a secret, shall not use, deliver or disclose it to any third party, directly or indirectly, shall not use the Information in any way or allow or enable others to use it, unless it will receive written permission in advance to do so by a factor the Portal will authorize.
  - b. Will protect all the Information with diligence, not copy, Xerox, photocopy or publish this Information, and take all reasonable means to prevent the Information from reaching another party.
  - c. During the period of this Agreement and for a year after it will end for any reason, it will avoid competing with the Portal directly or indirectly, and/or put itself in the

position of an interested party/partner (of any kind and type, including silent or secret partner) in a competing business as said above.

d. It has agreed to accept these duties and its consent as described above was taken into account when determining its rights in accordance with this Agreement.

### **Insurance**

45. The User undertakes to arrange all required insurances it must arrange under applicable law.

### **The User's Undertakings and Declarations**

46. The User hereby declares and undertakes:

a. That it shall not create any false representation toward its client or any third party that explicitly or implicitly indicates that the Portal and/or anyone on its behalf initiate or are related to the sale of the services.

b. That its sale of services, including among other things the calculation of their cost, quality, nature and safety level, is in accordance with any law and/or Agreement and that it alone is responsible for any harm and/or expense customers or any third party may be caused, directly or indirectly, due to its breach or non-observance of the above said.

c. The User shall compensate and indemnify the Portal due to any amount it may be charged with and/or any expense and/or loss and/or harm it may be caused which the User is responsible for as said above, immediately upon the Portal's first demand.

d. That its engagement with the Portal and use of its services does not cause nor will it cause a breach or any other violation of the provisions of any law, or any prejudice of third party rights any kind whatsoever, or an existing charge or a charge toward a third party (if and insofar as such a charge exists), directly or indirectly, and that there is no third party right or a duty toward a third party that may prevent or limit the User from performing its duties.

e. The User has taken and it will take all required means under applicable law to prevent any damage and/or harm and/or loss and/or expense and/or loss as said.

f. The User will keep the details of this Agreement a secret and not reveal any details thereof to any third party without obtaining the Portal's consent in writing and in advance.

g. It is hereby agreed that that said in this section will not be time-restricted and it shall bind the User throughout the entire Agreement period and after this Agreement shall expire.

### **Jurisdiction**

Israeli law alone shall govern this Agreement and the rules concerning conflict of law stipulated by Israeli law shall not apply. The courts of the Tel Aviv District alone shall have exclusive jurisdiction.

### **Notices**

47. Any notice in accordance with this Agreement shall be made in writing and sent to the other party at its address according to this Agreement's header via registered mail.

### **Misc.**

48. The User agrees that the Portal books and accounts shall be held reliable and serve as *prima facie* proof of all details following from this Agreement.

49. No waiver, avoidance of action or extension granted by the Portal shall constitute a waiver of any right, and they shall not set a precedent or be applied to any other case, and this shall not prejudice or diminish from the Portal's right to exercise its rights at any time, and no claim or a waiver or delay shall be heard.

50. Upon executing this Agreement, any agreement, draft, representation, declaration, prospect, information papers, promises and undertakings made by the parties and/or anyone on their behalf, orally and/or in writing, if there were any, are null and void,

and this Agreement concludes all agreements between the parties. Any change or addition to any term herein shall be made in writing and signed by both parties, and otherwise they shall not take effect.