

## **Terms and Conditions**

### **Pruvo Booking Engine**

#### **A. General**

1. The booking engine of Pruvo, also known as *Pruvo Booking Engine* (Hereinafter: “**The Booking Engine**” or the “**Website**”) is operated by Pruvo Net Ltd., an Israeli private company (reg. no. 51-545933-7) (Hereinafter: “**Pruvo**”), and offers, *inter alia*, a booking platform of rooms and other sorts of accommodation in various hotels worldwide, at attractive prices (hereinafter: the “**Service**”). Each user who engages Pruvo and/or retains the Service (hereinafter: a “**Purchaser**”) declares and undertakes that he/she has read, understood and agreed to Pruvo’s general terms of use (as available on: [www.pruvo.net/terms](http://www.pruvo.net/terms)) (hereinafter: the “**General Terms of Use**”) and these Terms of Use, and agrees to all of their respective provisions, and that he/she will not and/or anyone on his/her behalf will not have any allegations and/or claims, direct and/or indirect, against Pruvo and/or against the Website and/or any of its operators and/or owners and/or managers and/or anyone on their behalf.
2. For the avoidance of any doubt, the terms detailed in these Terms of Use, are in addition to the General Terms of Use and shall not derogate from them in any manner whatsoever.

#### **B. Eligibility of Use**

3. Making use of our Booking Engine is only permissible if you are 18 years old or older, or are at the legal age permitted in one's jurisdiction to form a binding contract.
4. If you are under the age of 18 or the applicable legal age in your jurisdiction, you can only use the Services and any other services provided through our Booking Engine only in conjunction with, and under the supervision of, your parent or guardian who has agreed to both these Terms of Use and the General Terms of Use.
5. By using this Site, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.
6. You will only use our Booking Engine to make legitimate reservations for you or for another person for whom you are legally authorized to act and that you will inform such other persons about the Terms of Use, including the ancillary documents mentioned herein above that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;

#### **C. Prohibited Use of the Booking Engine**

7. The content and information on this Website (including, but not limited to, price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to Pruvo or our Booking Providers (as defined below). While you may make limited copies of your travel itinerary (and related documents) for travel or service reservations booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website.

#### **D. Scope and Nature of Our Service**

8. Through our Booking Engine, We are providing our Users an online platform through which :
  - 8.1. the users of our Platform can search, compare, and make orders, reservations, purchases or payments through Pruvo, in order to purchase produces and services of hotel and other accommodation providers ("Booking Providers").
9. By making use of our Booking Engine for the purpose of making a reservation, you acknowledge and understand that additional terms and conditions will apply to your reservation, according to the terms and conditions of the Booking Provider selected to make a reservation at, so please read these additional terms and conditions carefully.
10. When making a reservation through our Booking Engine, we will make available for your review, either through a link or downloadable file, the Booking Provider's terms and conditions, prior to the actual processing of your reservation, including, but not limited to, payment of all amounts when due and compliance with the Booking Provider's rules and restrictions regarding availability and use of fares, products, or services.

You understand that any violation of any such Booking Provider's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the reservation and/or services/features therein, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs or damages We may incur as a result of such violation.

11. Our Booking Engine is made available to Purchaser and our users solely for personal and non-commercial use. No user, Purchaser or visitor to our Booking Engine is allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, reservations, tickets, products or services available on our Booking Engine for any commercial or competitive activity or purpose of any kind of type whatsoever.

## **E. Booking a Hotel**

12. Booking a hotel via the Website may be done only by a valid credit card. To complete the booking process, the Purchaser is required to submit personal details such as payment method, contact details and other personal details.

We do not store credit card details, but instead rely on the third-party service provider to clear and process personal data in order to provide these services, and Pruvo contractually requires such third-party payment processors to comply with the data protection and other laws and regulations applicable to their payment processing services.

Until otherwise announced by Pruvo in the framework of these Terms of Use, the clearing company with whom Pruvo has engaged is - *CreditGuard* ([www.creditguard.co.il](http://www.creditguard.co.il)) (hereinafter: the “**Clearing Company**”), however, we advise that you check the Clearing Company's terms of use and data protection and/or privacy policy prior to the input of your credit card information.

13. In order to book a hotel via the Booking Engine, the Purchaser must be eligible to use the Booking Engine as provided herein and have full legal capacity to make the applicable hotel reservation.
14. Submitting false details as part of the booking process on the Website is deemed a criminal offense and may lead to legal action being taken against the Purchaser.
15. Pruvo shall not be held responsible or liable for any typo, mistake or error made by the Purchaser upon submission of the details required as part of the booking process, including but not limited to an error in selecting the services, reservation date, number of beds and/or rooms booked and/or any other detail relating to the booking process through the Website. Furthermore, Pruvo shall not be held liable or responsible, in the event the reservation details were not appropriately accepted by the Booking Engine and/or for any technical and/or any other error preventing the Purchaser from purchasing the Services through the Website.
16. Pruvo and/or the Booking Providers are not liable for fraudulent purchases or unauthorized use of the credit card by third parties. The Purchaser shall be obliged to contact the bank or the credit card company immediately upon learning of any such unauthorized use.
17. The booking process will be completed only when Pruvo receives confirmation from the Clearing Company that the applicable transaction has been authorized. In the event such confirmation is not received by the Clearing Company, the applicable booking process shall be cancelled, unless the Purchaser will be entitled to secure the payment through another method.
18. Upon submission of a hotel reservation via the Booking Engine, the Purchaser confirms that the credit card he/she used, belongs to him/her or that he/she is authorized to use it to complete the booking process, and that the credit card has sufficient credit as required for the applicable hotel reservation. The Purchaser further confirms that upon consummation of the booking process

he/she will acknowledge the validity of the applicable transaction and respect the charge on his/her credit card.

#### **F. Our Consideration for Our Services**

19. You acknowledge that Pruvo may pre-negotiate certain room rates with Booking Providers to facilitate the booking of reservations selected and carried out through the Booking Engine, and that We provide you services to facilitate such booking of reservations for a consideration (the "facilitation fee"). Be advised that the room rate displayed on the Booking Engine is a combination of the pre-negotiated room rates for rooms reserved on your behalf by Us and the facilitation fee retained by Pruvo for their services.
20. You authorize Pruvo to book reservations for the total reservation price, which includes the room rate displayed on our Booking Engine, plus tax recovery charges, service fees, and where applicable, taxes on Our services. You agree that your credit card will be charged by Pruvo for the total reservation price. Upon submitting your reservation request you authorize Pruvo, to facilitate the reservation on your behalf, including forwarding your personal information and making payment arrangements with Booking Providers.
21. You acknowledge that except as provided below with respect to tax obligations on the amounts we retain for our services, Pruvo does not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid hotel transactions are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that Pruvo pays to the Booking Provider for taxes due on the hotel's rental rate for the room, which the Booking Providers invoice Pruvo for certain charges, including tax amounts.

The Booking Providers are responsible for remitting applicable taxes to the applicable taxing jurisdictions. Pruvo does not act as a co-vendor with the Booking Provider with whom we book or reserve our user's reservations. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by Pruvo to the Booking Providers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers. The foregoing notwithstanding, in some jurisdictions Pruvo's agreements with the Booking Providers does not allow it to pay taxes or fees, and in this case, the Booking page of your reservation shall specify this is the case, and note that such costs will be paid directly to our Booking Provider upon arrival. We retain service fees as additional compensation in servicing your travel reservation. Service fees retained by the Pruvo for our services may vary based on the amount and type of hotel reservation you have ordered. Sales, use and/or local hotel occupancy taxes are imposed on the amounts that we charge for our services (service fee and/or facilitation fee) in certain jurisdictions. The actual tax amounts on our services may vary depending on the rates in effect at the time of your hotel stay.

22. You may cancel or change your prepaid hotel reservation, but you may be charged the cancellation or change fee indicated in the rules and restrictions for the hotel reservation. If you

do not cancel or change your reservation before the cancellation policy period applicable to the hotel you reserved, which varies by hotel prior to your date of arrival, you will be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with us no later than the date of the first night of the reservation to prevent cancellation of your reservation.

You agree to pay any cancellation or change fees that you incur. In limited cases, some hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the Terms and Conditions imposed with respect to your prepaid hotel reservations.

23. Some Booking Providers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by Pruvo for your hotel booking.

#### **G. Hotel Reservation**

24. Although we will use reasonable skill and care in performing our Booking Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information.
25. Be advised that the final and binding offer details are those appearing in our Booking Engine upon execution of the applicable hotel reservation, including the additional terms of the Booking Provider applicable to your reservation, which may include in the "Additional Information" section of the Booking page, information about additional fees or deposits which will need to be paid to the Booking Provider directly, so please carefully read all the terms applicable to your Booking, before confirmation.

#### **H. Liability Disclaimer**

26. Pruvo shall not be responsible for each Booking Provider's obligations to maintain the accuracy, completeness and correctness of the (descriptive) information (including the rates/fees/prices, policies & conditions and availability) displayed on the Booking Engine. In addition, Pruvo expressly reserves the right to correct any pricing errors on our Booking Engine and/or pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.

27. The Booking Providers providing reservations which you may order through Our Booking Engine are independent contractors and not agents or employees of Pruvo. Pruvo shall not be liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Booking Providers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. Pruvo has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.
28. In no event shall the Pruvo be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of our Booking Engine or with the delay or inability to access, display or use this Booking Engine (including, but not limited to, your reliance upon opinions appearing on this Booking Engine; any computer viruses, information, software, linked sites, products and services obtaining through this Booking Engine; or otherwise arising out of the access to, display of or use of this Booking Engine) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if Pruvo has been advised of the possibility of such damages.
29. **If, despite the limitation above, Pruvo is found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of the Pruvo will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to Pruvo in connection with such transaction(s) on our Booking Engine, or (b) One-Hundred Dollars (US\$100.00) or the equivalent in local currency.**
30. **The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed of its essential purpose. The limitations of liability provided in these Terms and Conditions inure to the benefit of the Pruvo.**
31. The content available on the Website shall not be regarded to as an expression of an opinion and/or recommendation and/or endorsement by Pruvo of the quality, service level, qualification etc., in regards to the hotels and accommodation alternatives displayed therein. Images of the hotels and the services provided by them are available on the Website solely for illustration purposes, hence, there may be significant differences between said images and the actual look and feel of the hotels and services provided by them.

#### **I. Cancellation Policy (Israeli Citizens)**

32. Israeli Purchaser may cancel a hotel non-refundable hotel reservation made via the Booking Engine in accordance with the provisions of the Israeli Consumer Protection Law, 5741 - 1981 (Hereinafter: the “**Law**”) within Fourteen (14) days following the date on which the reservation

was made by the customer via the Booking Engine, or Fourteen (14) days following the date on which the order summary of the applicable hotel reservation has been received by the customer.

33. Notwithstanding the aforesaid under Section 32 above, the customer shall not be entitled to cancel a non-refundable hotel reservation made via the Booking Engine during the 7 business days period preceding the reservation date (i.e: the check-in date of the applicable hotel reservation). In the event the Purchaser chooses to cancel the reservation during said 7 business day period, the Purchaser will be charged for the full reservation amount.
34. A cancellation notice (hereinafter: a “**Cancellation Notice**”) should be provided by the Purchaser to Pruvo in accordance with the above provisions, and shall specify the Purchaser's name and identity number, and in the event the Cancellation Notice was provided orally - additional identification details as agreed between the Purchaser and Pruvo, may apply.
35. The Purchaser is required to provide the Cancellation Notice in respect of his/her hotel reservation via one of the following methods, promulgated by law:
  - 35.1. Orally over the telephone; or
  - 35.2. In an oral notice at the business venue; or
  - 35.3. By registered mail; or
  - 35.4. By electronic mail; or
  - 35.5. By facsimile; or
  - 35.6. Over the internet (through a designated link).
36. In the event the Cancellation Notice date is given on a holiday in Israel, then the cancellation day will be considered the first day of business thereafter.
37. Whereupon a Cancellation Notice is given, the Purchaser will be charged a cancellation fee, pursuant to the provisions of the Law, which shall equal the lower of: (i) 5% of the hotel reservation fee; or (ii) NIS 100 per person. In the event the reason for cancellation relates to a defect or a non-conformity within the definitions provided by Law, the Purchaser will not be charged the cancellation fee.

#### **J. Customer Support:**

38. For any questions on our terms of use, your Booking reservation, you can e-mail our customer support e-mail at [info@pruvo.net](mailto:info@pruvo.net) and we shall contact you as soon as possible. Alternatively, you may contact Pruvo's customer support, available in Hebrew and English Language, between nine am to seven pm (09:00-19:00/09:00am to 07:00pm, Israel time. (GMT + 2)

#### **K. Revisions to the Terms of Use**

39. Pruvo may at any time, and without notice, revise these Terms of Use by updating this posting.

40. You are bound by any such revisions, except regarding any reservations made through our Booking Engine that you have made prior to the date of the last set of changes.
41. Therefore, we encourage you to review these Terms of Use, as every usage of the Booking Engine and every use of it and the are subject to these Terms of Use at their then current version.