

Terms & Conditions

1. General

1.1. www.stayhg.com is a website offering, inter alia, information about STAY HOSPITALITY GROUP hotels chain, Services provided by the hotels, prices, deals etc. You may also book vacation packages with STAY, as specified on the Website (hereinafter: "Website").

*Our commitment is in relation to prices offered on competitors' websites alone and not in relation to prices offered on STAY HOSPITALITY GROUP websites.

1.2. The Website is the exclusive property of Marsimos Ltd., Private Company No. 5156423092 (hereinafter: "Company").

1.3. The Website is regularly operated and administered by richkid digital Ltd., Private Company No. 515013415 (hereinafter: "Website Operator").

1.4. Online booking of Vacation packages (hereinafter: "Services") at one or more of STAY HOSPITALITY GROUP hotels through this Website shall be conducted as set forth below and equivalent to booking rooms by any other method including through STAY HOSPITALITY GROUP Call Center.

1.5. The Buyer and/or potential Buyer of Services through the Website and/or any person using or browsing the Website (hereinafter: "Buyer" and/or "User") hereby warrants and represents that he acknowledges the Website Terms & Conditions and agrees to abide thereby.

1.6. By using this Website, including filling in electronic forms on the Website or and/or ordering any of the Services provided by the Website and/or Website Operator, the User consents to its Terms & Conditions without limitation and/or restriction and neither the User nor any of his representatives shall raise no claim and/or demand, directly and/or indirectly, against the Website and/or the Company and/or Website Operator and/or any of their owners and/or representatives.

1.7. The provisions set forth herein are applicable to browsing and/or using the Website by any computer or other communication device (mobiles phones, laptops etc.)

1.8. Parts of the Website (as defined hereinabove) and of these Terms & Conditions are written in a muscular form for convenience only, and all the provisions hereto and the content presented on the Website addresses both genders.

1.9. The headings of the Sections hereto are for convenience only and shall not affect the interpretation of these Terms & Conditions.

2. Website Terms of Use

2.1. Any person may use the Website subject to complying with all the following conditions: (a) the User is competent to take legally binding actions;(b) the User is 18 years-old; (c) the User has an email address; (d)the User has a valid credit card, issued by one of the following credit card companies: Visa, Master Card, American express; (e) The User is a holder of a valid foreign passport; (f) The User is a tourist, not holding an Israeli passport.

2.2. Some of the Services provided on the Website are subject to completion of a registration process, during which the User will be required, inter alia, to grant his consent to the terms of the service and the instruction set-forth in these Terms & Conditions, and also provide us with his identification details.

2.3. The Company shall not be held liable for the content and nature of the information displayed and published on Websites originating in any third parties, and the User shall raise no claims and/or demands against the Company in this respect.

2.4. The User hereby acknowledges that by using this Website, the user exposes himself to risks, due both to the Website's technology and to people using the internet in general.

2.5. This Website or its content may not be used for commercial or other purposes, except as provided in these Terms and Conditions, without obtaining the Company's prior and written approval. To dispel any doubt it is clarified that the User may use the Website only for the purpose of ordering and purchasing the Services and/or obtaining information from the Company.

2.6. The Company shall not be held liable for any type of damage caused as a result of failure/delay in consequence of using and/or an attempt to use the Website, including use for purposes of ordering Services and/or obtaining information, and the User shall raise no claims and/or demands against the Company and the Website Operator and/or any of their representatives in that regard.

2.7. The Company invests its best efforts in order to provide the User with the most correct and accurate information possible. However, the information does not provide a comprehensive, full or detailed account of the topics discussed thereat, but rather provides general and incomplete information that is based, inter alia, on data obtained by the Company from third party sources.

2.8. The information is displayed in the Website as is. The Company and/or Website Operator and/or any of their owners and/or executives and/or employees and/or representatives shall not be held liable for modifying the information according to the User's requirements and shall not be held liable towards the User on account of inability to use the information for any reason. The User hereby undertakes to incur sole liability for the manner he uses such information.

3. Buyer Details:

3.1. A User interested in purchasing the Services through the Website, will be required to provide the details required on the Website Ordering or [Registration Form](#) (hereinafter: "Purchase Details").

3.2. Without degrading from the provisions of Section 2.1 hereto, in order to be able to use the Website, a person must have a valid email address, fill in all mandatory fields in the order form on the Website, and upon ordering any vacation at one of the hotels using the Website and/or ordering a product and/or service, he must properly fill in his name, email address, mailing address, ID or passport number, credit card number and phone numbers.

3.3. Without degrading from the foregoing provisions, the Website Operator may prevent any User from using the Website and ordering any Services, temporarily or permanently, in any of the following cases:

3.3.1. If the Website Operator and/or Company determine that the User has deliberately provided false information. The User hereby acknowledges that providing false purchasing data constitutes a criminal offence and that the Company and/or Website Operator may use all means at their disposal by law against providers of false information, including filing legal claims for damage caused or that might be caused to the Website, Company and/or Website Operator and/or any of their representatives.

3.3.2. If the Website Operator and/or the Company determine that the User is responsible for any action and/or inaction that harm and/or might harm the Website Operator and/or Company and/or any third parties, including Website Operator's customers.

3.3.3. If the Website Operator and/or the Company determine that the User has used the Website and/or Services for illegal purposes and/or in order to facilitate, aid and/or encourage a criminal offence.

3.3.4. If the Website Operator and/or the Company determine that the User has violated these Terms & Conditions and/or any other agreements between the User and the Website Operator and/or the Company and/or any of their representatives.

3.3.5. If the User's credit card is blocked or limited in any way.

3.4. It is clarified that the User is a private user interested only in ordering a vacation and/or services from the Website for private use and not for the purpose of selling the proposed vacation and/or the proposed Services by way of collective sale and/or wholesale and/or sale and/or sale of more than 10 rooms per order for the same hotel at the same time. Use of the Website other than private use shall entitle the Company and/or the Website Operator to take all measures at their disposal in accordance with the provisions set forth in any law against the persons engaged in the collective sale as said.

4. Ordering Vacation:

4.1. Any User interested in ordering a vacation on the Website will use the Website's "Ordering System". This system will allow the User to select the required hotel and type in the information required to make the order.

4.2. During the ordering process, the User will be offered to join the Company's newsletter list and/or loyalty program (for more information about the loyalty program, see Section 8 hereto).

4.3. The order will be completed and approved only after the User has received a system notification confirming the integrity and accuracy of the order and all its information, including the number of the order (hereinafter, respectively: "Letter" and "Purchase"). The User must print the Letter that will later serve as an approval for the order, and to present it to the receptionist upon arriving at the hotel.

4.4. The Company shall not be held liable, either directly or indirectly, in the event that the purchase information is not received and/or is partially received and/or in case of any technical issue of any type, and/or other issue preventing the User from purchasing Services on the Website/

4.5. It is clarified that the Company and/or Website Operator and/or any of their owners and/or executives and/or employees and/or representatives shall not be held liable for any error on the User's part in entering the purchase information, including but not limited to mistakes in selection of vacation packages, date, numbers of beds, meals, as well as any other service ordered by the User on the Site, and the User hereby represents that he shall raise no claims and/or demands in this respect.

4.6. Provision of credit card details in the system is made for security purposes only. The payment for the purchase will be made directly at the hotel on the day of arrival.

4.7. Israeli citizens that place orders as tourists will be duly charged with VAT.

4.8. Notwithstanding the provisions of Section 4.6 hereinabove, on holidays and Peak Seasons as defined in Section 5.4 herein, the Company shall be entitled to charge the purchase sum upon serving prior notice to the User.

4.9. If the User pays in advance as specified in Section 4.8 hereinabove, he may pay for the purchase in installments, in accordance with Company's terms of payment policy, as follows: maximum of 2 installments.

It is clarified that the user may pay for the purchase in accordance with the payment policy as indicated in this Section 4.9, also upon arriving at the hotel.

4.10. The Company may choose not to approve an order request for any reason, at its sole discretion without having to explain its decision, and the User will raise no demands and/or claims against the Company in this respect.

4.11. Changes to the Purchase on the Website are only possible through a call center representative at the Company's service department at: 03-508-5971, or by sending an email to: info@staymars.com

4.12. If the User changes or cancels his Purchase in accordance with the provisions of Sections 4.10 and 4.11 hereinabove, the effective date for canceling and/or changing the Purchase will be the date on which an email is received at the Company's offices or a phone call is held and approved by the respective call center representative. In the event that the email is received on a resting day in Israel, the first business day following such date will be considered as the cancellation or change date.

5. Order Cancellation by User / "Cancellation Policy":

5.1. "Order Cancellation" – a cancellation of order by Website User, by a notice to the Company, subject to applicable law and the terms of these Terms & Conditions, after the User had placed an order using the Website's ordering system, and after the User had received an approval, in accordance with its terms and the all the terms provided herein.

5.2. Any notice sent by registered mail or facsimile or email, and any written approval of a call center representative at the request of the User, shall be deemed a written order cancellation notice.

5.3. The cancellation penalty during a regular season, i.e. cancellation in the periods of January-March, May-July and September-December, excluding Jewish holidays and holiday eves, including Jewish new-year, Tabernacles, Passover and Pentecost, in cases where the entire order was made by a distant associate as defined in the Consumer Protection Law, 1981 or related regulations (hereinafter: "Consumer Protection Law"):

5.3.1. Upon order cancellation by a User, no cancellation penalty will be charged provided that the User meets the following conditions:

5.3.2. The User will submit a written order cancellation no later than (72) hours before check-in time.

5.3.3. If the User fails to submit a written order cancellation as prescribed in Sections 5.3.2 hereinabove and subject to the foregoing cancellation dates respective of each hotel, the Company (or any of its representatives) shall charge the User's credit card using the credit card details provided to the Company by the User, with cancellation penalty at a rate of 100% (one hundred percent) of the order's total value

5.4. If the User cancels an order at Jewish holidays and holiday nights, including Jewish New-Year, Tabernacles, Passover, Pentecost (hereinafter: "holiday Periods"):

5.4.1. The User will submit a written order cancellation no later than 7 days before check-in time.

5.4.2. If the User fails to submit a written order cancellation as prescribed in Sections 5.4.1 hereinabove and subject to the foregoing cancellation dates respective of each hotel, the Company (or any of its representatives) shall charge the User's credit card using the credit card details provided to the Company by the User, with cancellation penalty at a rate of 50% (one hundred percent) of the order's total value

5.4.2. If the User fails to submit a written order cancellation as prescribed in Sections 5.4.1 hereinabove and The User did not submit or submit a written order cancellation later than 72 hours before check-in time., the Company (or any of its representatives) shall charge the User's credit card using the credit card details provided to the Company by the User, with cancellation penalty at a rate of 100% (one hundred percent) of the order's total value

5.5. If the User cancels an order at summer period, namely in July-August (hereinafter: "summer Period"):

5.5.1. Upon order cancellation by a User, no cancellation penalty will be charged provided that the User meets the following conditions:

5.5.2. The User will submit a written order cancellation no later than seven (7) days before check-in date and no later than at 16:00 of the same date.

5.5.3 If The User will submit a written order cancellation no later than 72 hours before the check-in date and no later than 16:00 of the same date, the Company (or any of its representatives) shall charge the User's credit card using the credit card details provided to the Company by the User, with cancellation penalty at a rate of 50% (one hundred percent) of the order's total value, all subject to the Consumer Protection Law.

5.5.4. If the User fails to submit a written order cancellation as prescribed in Section 5.5.2-5.5.3 hereinabove and subject to the foregoing cancellation dates respective of each hotel, the Company (or any of its representatives) shall charge the User's credit card using the credit card details provided to the Company by the User, with cancellation penalty at a rate of 100% (one hundred percent) of the order's total value, all subject to the Consumer Protection Law.

6. Order Cancellation by the Company:

6.1. The Company reserves the right to terminate all or some of the sale activity on the Website at any time and at its sole discretion, including in any of the following cases:

6.1.1. If it is determined that the User has engaged or is engaging in any illegal activity on the Website.

6.1.2. In case of communications/technical malfunction preventing the completion of any Purchase.

6.1.3. In case of force majeure, acts of war or terrorism that prevent, at the Company's discretion, the continuation of the ordering process and its completion, or sufficient participation in the ordering process and its realization.

6.1.4. In case of a mistake in the description of the Services, terms of service, terms of the order, and/or in case of a mistake in typing the Purchase information and/or User information, the Company may cancel such Purchase.

6.1.5. In consequence of any action taken in breach of these Terms & Conditions.

6.1.6. A notice regarding cancellation or termination as indicated above, shall be submitted to the User and/or Buyer, and the Company will not charge the User's credit card and will return to him any sum paid for the Purchased vacation, if paid.

7. Check-in and Check-out:

7.1. On Sundays-Fridays - check-in at all STAY HOSPITALITY GROUP hotels in Israel begins at 15:00, and on Saturdays and holidays - shortly after the end of the Sabbath or the holiday.

7.2. On Sundays-Fridays - check out at all STAY HOSPITALITY GROUP hotels in Israel is at 11:00, and on Saturdays and holidays - at 11:00. If guest does not check-out by 11:00 of the same day, the guest will be charged with additional late check out fees at a full board rate of one additional night at the hotel in accordance with the effective pricelist of the hotel at the time.

7.3. A guest interested in late check-out, namely checking out after 11:00 and no later than at 20:00, may submit a request to the hotel staff upon checking in. Approval of such request is at the sole discretion of the hotel and is subject to the occupancy rate of the given hotel, hotel management approval, and shall cost an additional 200ILS per room. It is clarified that the guest will raise no claim and/or demand against the Company and/or the hotel and/or any of their representatives on accord of the said additional fee, and by requesting a late check out service at the hotel, the guest expresses his consent to pay the late check out fees.

7.4. If the hotel management approves a late check-out as indicated in Section 7.3 hereinabove, and the guest does not check-out by 20:00 of the same day, the guest will be charged with additional late check out fees at a full board rate of one additional night at the hotel in accordance with the effective pricelist of the hotel at the time.

8. Ownership and Copyright:

8.1. The copyright to the Website and any other modules related to the Website are the exclusive property of the Company.

8.2. The trademarks and icons, including the logo displayed on this Website (hereinafter: "Trademarks") are lawfully registered as the Company's trademarks and may not be used for any purpose without obtaining prior written consent of the Company.

8.3. By using the Website, the User hereby acknowledges all Website related trademarks, commercial information and secrets to be the exclusive property of the Company. The User may not make any use of rights reserved to the Company and/or any third party, including the copyrights and trademarks disclosed when using the Website. The Services offered on the Website and all the information it contains are the exclusive property of the Company and are protected by the copyright laws of the State of Israel.

8.4. It is prohibited to copy, distribute, publish, sell, transmit, photograph or alter the information provided on the Website or any part thereof, without prior written consent of the Company. This provision will apply both to information that is the property of the Company and information owned by third parties, except for cases of download for private non-commercial use.

8.5. The User undertakes not to alter or otherwise misrepresent the information or take any action that might harm the correctness and reliability thereof, or the good standing and reputation of the Company or any of its representatives as owners of such information.

8.6. In order to display and/or link the Website to other websites, it is necessary to obtain the Company's prior written approval.

9. Information Security and Privacy Protection:

9.1. The Company shall not communicate the User's personal information to any other party and shall not make any use of the User's payment details for any purposes other than payment for the Purchase the User wishes to make.

9.2. Notwithstanding the foregoing provision, the Company shall be entitled to communicate the personal details of a user to a third party in the event the User committed an act or omission that harm and/or that may harm the Company and/or any third parties or the User made use of the Company's Services for the purpose of committing an illegal act and/or if the Company received a judicial order instructing it to deliver the User details to a third party and in any conflict or legal proceedings.

9.3. The User acknowledges that all the details, data, news and documents he has submitted and/or will submit to the Company or to any of its representatives or any other party to make the Purchase, including his personal details will possibly be uploaded to the Company's databases, subject to the provisions of the Privacy Protection Law, 1981 (hereinafter, respectively: "Databases" and "Privacy Protection Law"). The User represents that he has provided all information voluntarily without being subject to any legal impositions.

9.4. The User acknowledges that the Company and/or any of its representatives may mail him in the future using the data kept in the database as mentioned, including in matters unrelated to these Terms & Conditions. The Company may also send him promotional content using the various methods, all subject to the Privacy Protection Law and any applicable law (hereinafter: "Letters"). The User is entitled, upon request, to be deleted from the database of the Company and/or any of its representatives, or to instruct that all information related to him not be communicated to any person, including people or certain people, for a limited time or permanently, by submitting explicit written request to the Company, stating his willingness to have his information deleted from the database. It is further clarified that the User reserves the right to request that his name be deleted from the mailing list (inter alia, by marking the appropriate rubric in the notice sent (if sent) to him either by registered mail or email to the Company.

9.5. The User further acknowledges that the information he provides as mentioned above, may and will be kept on an additional database (if) maintained by the Company for its direct mailing services and those of any of its representatives – and the data may also be used by the Company and/or any of its representatives, subject to all legal restrictions and the provisions of the Privacy Protection Law.

9.6. Privacy Statement

This privacy statement ("Statement") applies to STAY HOSPITALITY GROUP Hotel Chain and all of its hotels and subsidiaries (collectively, "STAY" "we," or "us"). The security and privacy of your information are very important to us. Whether you are booking a room or are a member of one of our loyalty programs, we want you to trust us with managing and protecting the information that you have provided to us. We have prepared this statement to explain more about who we are and how we collect and manage your information. By using any of our products or services and/or by agreeing to this Statement, e.g., in the context of registering for any of our products or services or by any other means, you understand and acknowledge that we will collect and use personal data as described in this Statement.

9.6.1. Who we are and how can you contact us

STAY is the "Controller" for the purposes of EU General Data Protection Regulation ("GDPR").

Questions, comments, requests and complaints regarding this Statement and the information we hold are welcome and should be addressed to us at: info@staymars.com. All requests will be dealt with promptly and efficiently.

9.6.2. Information we may collect from you

We collect personal data from you voluntarily when you provide such personal data to us, or via our services with which you interact. We may also be given other personal data relating to you by other persons, or we may obtain such other personal data about you as may be provided to us in the course of our legitimate business activities. You

do not have to provide us with your information although in some cases, if you do not, it may mean that you are unable to use our services. For example, we may be unable to complete any booking you may wish to make, or you may be unable to participate in our loyalty programs. In the course of providing services to you, we may collect and process data, including the following, which might contain your personal data (collectively "Personal Data"): your full name; your address; your email address; your phone number including mobile phone numbers; your nationality; details of your car registration number; details of your driving license; details of your passport; financial information about you, including your bank account details, credit card details, or other payment methods details; details of contracts you have entered with third parties for us to provide services to you; details of your relationship to other parties; details of your membership of professional or other organizations; your date of birth and/or anniversary; details of your children and other relations; medical details, including details of allergies and all other data which you ask us to process on your behalf, or which is necessary for us to process in order for us to fulfil our role as providing accommodation, gym, spa, leisure, retail or food-related services to you; any disabilities or other medical conditions disclosed to us in order to allow us to provide with appropriate service; media content you have watched or subscribed during your stay in our hotels. We may also use CCTV on our premises, to help us ensure the safety and security of both our staff and visitors. When you access our website or wi-fi facilities, your device's browser provides us with information such as your IP address, browser type, access time and referring URL which is collected and used to compile statistical data. This information may be used to help us to improve our website and the services we offer, and to offer services to you.

9.7. How we secure your information

We are committed to protecting the security of your personal data. We use a variety of security technologies and procedures to help protect your personal data from unauthorized access and use. However, the collection, transmission and storage of information can never be guaranteed to be completely secure. Yet, we take steps to ensure that appropriate security safeguards are in place to protect your information, and we will continue to revise policies and implement additional security features as new technologies become available.

9.8. The lawful basis for processing of your personal data

We will only collect, use and share your information after ensuring that we have an appropriate lawful basis to do this. Such lawful and legal basis can be any of the following:

9.8.1 Carry out our obligations arising from any contracts entered into between you and us. For example, making and managing your booking and operating and providing services in connection with any of our loyalty programs in accordance with the terms of our agreement with you;

9.8.2 Your consent for the process of your personal data;

9.8.3 our use of your information is necessary to meet responsibilities we have to our regulators, tax officials, law enforcement, or otherwise meet our legal responsibilities;

9.8.4 our use of your information is in our legitimate interest as a commercial organization. For example, to operate and improve our services and to keep people informed about our products and services (including for profiling and targeted advertising). In these cases, we will look after your information at all times in a way that is proportionate and respects your privacy rights.

In any case in which you have provided your consent to our processing of your information, you can withdraw this consent at any time by contacting us through the contact details provided above.

9.9. Transfer and disclosure of Personal Data

We may disclose your personal data to third party service providers for the purpose of providing services to you, for example the processing and fulfillment of your booking. We may also disclose your personal data in other occasions in accordance with applicable law, e.g. when we have a legal obligation to do so, or when we are allowed to do so under our legitimate interests. In any such transfer we will take steps to make sure such transfer is carefully managed to protect your privacy rights:

9.9.1 transfers within our Group and affiliates will be subject to an agreement which contractually obliges each party to ensure that your data receives an adequate and consistent level of protection;

9.9.2 transfers to any subcontractor or processor will be subject to contractual terms ensuring the security and protection of any personal data, in accordance with applicable law provisions;

9.9.3 any transfer of data which originates in the European Union ("EU") to a country outside of the European Economic Area (EEA), shall be made in compliance with the provisions of chapter 5 of the GDPR, and the legal safeguards included there. Such transfer can be made to countries which are recognized as providing an adequate level of legal protection or where we can be satisfied that alternative arrangements are in place to protect your privacy rights, as like the EU-US Privacy Shield; any requests for information we receive from law enforcement or regulators will be carefully validated before the disclosure of any Personal Data.

9.10. Links to other sites

Our website may contain links to and from other websites. If you follow such a link to any of those websites, please note that those websites have their privacy statements and that we do not accept any responsibility or liability for those statements. We encourage you to review the privacy statements of these third-party websites as their privacy practices may differ from ours.

9.11. Retaining your information in our systems

We generally only keep your information for as long as is reasonably required for the reasons explained in this privacy statement. We maintain a data retention policy which we apply to all the records we hold, ensuring minimization of retention periods. In some cases, we keep transactional records (which may include your personal data) for long periods if it is necessary to meet legal, regulatory, tax or accounting needs. We will also retain information if we reasonably believe there is a prospect of litigation.

9.12. Your rights under EU data protection laws - GDPR

As an individual, under EU law you have certain rights to apply to us to provide information or make amendments to how we process data relating to you. These rights apply in certain circumstances and are set out below:

9.12.1. right to access your personal data - you can ask us to confirm whether or not we have and use your personal data, and if so, you can ask for a copy of your data;

9.12.2. right to correct your personal data - you can ask us to correct any of your personal data which is incorrect, after verifying the accuracy of the data first;

9.12.3. right to erase your personal data - you can ask us to erase your personal data if you think we no longer need to use it for the purpose we collected it from you. you can also ask for such erasure in any case in which the process of your data was based on your consent, or where we have used it unlawfully or where we are subject to a legal

obligation to erase your personal data. any request for such erasure will be subject to our obligations under the law (e.g. our obligation to keep some records for tax or customs purposes);

9.12.4. right to restrict our use in your personal data - you can ask us to restrict our use of your personal data in certain circumstances;

9.12.5. right to object to how we use your personal data - you can object to any use of your personal data which we have justified by our legitimate interest if you believe your fundamental rights and freedoms to data protection outweigh our legitimate interest in using the information;

9.12.6. you can require us to refrain from using your data for direct marketing purposes;

9.12.7. you can ask us to transfer your information to another organization and/or provide you with a copy of your personal data. We may not always be able to do what you have asked, for example, if it would impact the duty of confidentiality we owe to others, or if we are otherwise legally entitled to deal with the request in a different way. However, we encourage you to contact us with any such request, and we will be happy to assist you.

9.13. Changes to this Privacy Statement

We reserve the right to change this statement from time to time at our sole discretion. If we make any changes, we will post those changes here so that you can see what information we gather, how we might use that information and in what circumstances we may disclose it. By continuing to use our site or our services or otherwise provide data after we post any such changes, you accept and agree to this statements as modified.

9.14. Notwithstanding all the above, the user agrees and acknowledges that the information provided by him to the company or to 3rd party websites and softwares, may be collected, gathered, used and disclosed to the company and third party software and services that allow the company to manage hotel operations (like PMS software) collect payments and accept online reservations.

10. General:

10.1. The number of available rooms at the Company's hotels is limited and placing an order is subject to available room only at the time of placing the order.

10.2. The Company may cancel or change the terms of placing the order and all the prices published on the Website at any time subject to altering the Terms & Conditions at its sole discretion.

10.3. The Company may, from time to time and at its sole discretion and without prior notice, modify these Terms & Conditions, the Website terms of use, the Website structure, content, appearance, including scope and availability of the services offered therein, and any other aspect relating to the Website and its operation. The said modifications will come into effect on the date of their publishing on the Website, and any such modification will become effective immediately upon its publication and be binding to the User unless explicitly determined otherwise.

10.4. Wherever the prices published on the Website are quoted in USD, the payable sum will be calculated in accordance with the exchanged rate published by the Bank of Israel on the day of payment.

10.5. No double offers and discounts will be offered when ordering through the Website, unless explicitly determined otherwise.

10.6. Stay at the hotels is for adults from the age of 18. Children and youth under the age of 18 will be allowed when accompanied by an adult who is 21 years-old and older.

11.7. For the purpose of the order- "infant/baby"- is anyone under the age of 2. A "child"- is anyone between the ages of 2-12.

10.8. All the photos displayed on the Website are for illustration purposes only – As photos are displayed on the User's computer screen and/or are printed by the User from the computer screen, there may be variation between the appearance of the hotels and/or Services and/or rooms displayed in the photos and their actual appearance.

10.9. The Website contains links (hereinafter: "Links") to other websites (hereinafter: "Linked Websites"). The Links are placed exclusively for the convenience of the User. The Company shall not be held liable for the Links and/or Linked Websites and/or for the information contained therein, and/or its validity and/or correctness and/or legal status. Any use and/or logging into the Linked Websites are the sole responsibility of the User.

10.10. The Company and/or Website Operator and/or any of their owners and/or employees and/or representatives shall not be held liable for any server hosting the Website, including for its being free from viruses and/or other elements that might harm the User's personal computer while using the Website and/or purchasing Services on the Website and/or any other use of the Website, delay in receiving information due to heavy traffic communication lines, disruption including omission, error, inaccurate or untimely information as a result of a defect and/or malfunction in communication, hardware, or software installed in the computer of the User or the Company, or for any other reason, and the User shall raise no claims and/or demands against the Company and/or Website Operator and/or any of their owners and/or executives and/or employees and/or representatives with respect to such damage.

10.11. The Company shall not be held liable for any illegal activity committed, to the extent committed, by any of the Website Users and/or other parties over which the Company has no control.

10.12. Any dispute and/or differences relating to these Terms & Conditions and/or the Website shall be governed by the laws of the State of Israel and settled exclusively by the competent courts in the City of Tel-Aviv.

10.13. The Terms & Conditions are available at the Company's offices at the following address: 21 King George street Jerusalem

10.14. The Company's contact details: Tel.03-508-5971: ; email: info@staymars.com