

## **Website Terms of Use**

### **1. Introduction**

- 1.1. This Website, [www.Brownhotels.com](http://www.Brownhotels.com), is the official digital platform of Brown Hotels Group, inclusive of ISRAEL CANADA HOTELS HOLDINGS LTD., with Private Company Identification Number 511809832 , and I.C.H HOSPITALITY LIMITED PARTNERSHIP., with Private Company Identification Number 540339181 headquartered at 2 Hamenofim St. Herzeliya, ISRAEL, along with its affiliates listed at the conclusion of these Terms of Use (hereafter: the '**Company**'). This Website furnishes information regarding the Brown Hotels chain and facilitates the acquisition of accommodation packages within the chain's properties in Israel and internationally, which are operated and managed by the Company, and/or its subsidiaries, and/or third-party entities (hereinafter referred to as: the '**Website**', the '**Company**', and the '**Hotels**', respectively).
- 1.2. The regulations set forth in the Terms of Use, Privacy Policy, and Cookies Policy documents (collectively referred to hereinafter as '**Terms of Use**') govern the use of this Website and shall constitute the legal framework for all interactions between the Website user (hereinafter: the '**User**') and the Company. Users are advised to thoroughly review the Terms of Use.
- 1.3. Upon accessing and using this Website, the User unequivocally agrees to adhere to all conditions set forth in the Terms of Use. In the event that the User finds any aspect of these terms unacceptable, the User must abstain from any further use of the Website.
- 1.4. While the content of this Website is presented using masculine pronouns for ease of reading, it is intended for all genders equally.
- 1.5. The User acknowledges that all information displayed on the Website, and/or any portion thereof, is the sole property of the Company. The Company retains all copyright rights to the information and/or any part thereof. The User hereby commits to utilising the Website content strictly for personal, non-commercial purposes and undertakes not to reproduce, duplicate, copy, photograph, distribute, transmit, print, or publish any such content displayed on the Website, whether owned by the Company or by third parties, and/or any part thereof to any individual or entity without the Company's explicit prior written consent.

- 1.6. The User pledges not to engage in any modification, forgery, or other actions that might compromise the integrity, reliability, or accuracy of the information, nor act in a manner that could tarnish the reputation of the Company or infringe upon its intellectual property rights.
- 1.7. The User agrees that electronic records of activities conducted via the Website, as maintained by the Company, shall constitute prima facie evidence of such activities' authenticity and validity.
- 1.8. Section titles within this document are provided solely for convenience and shall not influence the interpretation of this Agreement.
- 1.9. In the event of any discrepancy between the information provided on the Website and/or the content displayed and these Terms of Use, the provisions of these Terms of Use shall prevail.

## **2. Services**

- 2.1. Within these Terms of Use, 'Services' refers to the various offerings periodically made available for purchase via the Website.
- 2.2. The Company is under no obligation to maintain a specific assortment of Services on the Website and reserves the right, at its sole discretion, to modify, substitute, or discontinue any of the Services at any given time.

## **3. Reservation and Purchase Eligibility**

- 3.1. The Website permits Service reservations and purchases by Users who are legally competent to enter into binding contracts, which include Users affirming that they are 18 years of age or older.
- 3.2. The Company reserves the right to deny access to reservations/.services and/or cancel purchases made by Users whose conduct is deemed inappropriate or not in accordance with these Terms of Use or who attempt to disrupt the proper operation of the Website and/or the Company's business practices.
- 3.3. The Company reserves the right to limit the number of Services a User is permitted to reserve or purchase via the Website.

#### **4. Procurement of Services via the Website and Telephone**

##### **4.1. Services Overview:**

4.1.1. Hospitality services within the Company's Hotels, both in Israel and abroad (hereinafter: '**Hotels in Israel**' and '**Hotels Abroad**'), are available for reservation via the Website or via telephone, as detailed herein. The collective term for Hotels in Israel and Hotels Abroad shall be referred to hereinafter as: '**Company Hotels**').

4.1.1.1. Reservations for accommodations in the Company's Hotels in Israel can be made by contacting +972 03-9747045 / \*9646 or via the Website.

4.1.1.2. Reservations for accommodations in the Company's Hotels in Greece can be made by contacting +30 214 40 66 010 or via the Website.

4.1.1.3. Reservations for accommodations in the Company's Hotels in Croatia can be made by contacting +385 21355450 or via the Website.

**It is hereby clarified that an accommodation reservation in Company Hotels shall be limited to a maximum of three rooms per booking.**

4.1.2. Provision of Spa Services: The Company offers spa services, which may be reserved via the Company's official Website or via telephone contact at any of the Company's Hotels.

4.2. Reservations via the Website: Individuals may place reservations for accommodation offered on the Company's Website as unregistered guests, contingent upon supplying all required information necessary to complete such reservation.

4.3. Registered User Reservations: Alternatively, individuals opting to reserve Services via the Company's Website may do so as registered Users, specifically as members of the "Club Brown" loyalty program, which is subject to the specific terms and conditions available at:

<https://brownhotels.com/sites/default/files/takanon.pdf>

4.4. Reservation Completion Process: Following the selection of the desired Service (s), including but not limited to location, date, and number of participants, Users are to complete the reservation in accordance with the directives provided on the Website. This process includes the provision of personal details to the

Company and the selection of a payment method, both of which are prerequisites to secure the reservation confirmation, pursuant to Section 17.15, and dependent on payment options presently available on the Website, as periodically updated by the Company. Failure to provide the requisite information shall render the User unable to complete the reservation.

- 4.5. Payment Terms: Payment for reservations shall be executed at the time of delivery of such Service (s) by cash or credit card directly at the relevant hotel facility. However, reservations marked as 'non-refundable' shall require payment upon placing the reservation.
- 4.6. Multiple Room Bookings: In instances where a User places bookings exceeding one reservation of three rooms, the Company reserves the right to cancel any subsequent bookings (thus retaining the initial booking placed by the User). The Company will subsequently engage with the User to extend a price proposal pertinent to the desired number of rooms, subject to the Company's conditions, including deposit requirements, at its sole discretion and in accordance with prevailing legal standards.
- 4.7. Accuracy of Information: Users are obligated to ensure the accuracy and precision of details provided when placing bookings in order to avoid any potential disruptions in Service delivery or delays.
- 4.8. Booking Confirmation: Upon completion of a booking, confirmation shall be dispatched to the email address specified by the User, as provided at the time of placing the booking. Such confirmation shall detail the terms of the booking and include a confirmation number. It is hereby clarified that bookings lacking written confirmation are not deemed validly executed.
- 4.9. Service Availability: Should, post-booking, it may come to the Company's attention that one or more of the Services booked cannot be provided, due to unavailability in stock (irrespective of their presentation as available at the time of placing the booking), the Company is not obligated to deliver such Service (s) to the User, nor will the User incur charges for such undelivered Service (s). The User shall not hold any claims against the Company under these circumstances. In such cases, the Company shall notify the User in advance regarding the inability to provide such Service (s).
- 4.10. Prices: The Company retains the right to modify the prices of Services listed on the Website at its discretion and without prior notification. The effective price for any booking is the price displayed on the Website at the time the booking is placed. In the event of a price update prior to the completion of a booking, the User shall be charged in accordance with the updated prices.

## **5. Customer Service Inquiry and Assistance**

Inquiries concerning the Company's services, as well as additional information about the Website, operational procedures, and reservation processes, are to be directed to

the Company's Customer Service Department. For Greece and Croatia, please refer to the specific contact details enumerated in Sections 4.1.1.2 and 4.1.1.3. For inquiries within Israel, Customer Services can be reached through the following channels:

- 5.1. Telephone: +972-3-9747045.
- 5.2. Email: [reservations@brownhotels.com](mailto:reservations@brownhotels.com).
- 5.3. The "Contact Us" page on the Company's official Website: <https://brownhotels.com/contact>

## **6. Transaction Cancellation Policy**

- 6.1. Pursuant to the Israeli Consumer Protection Law, 5741-1981 (hereinafter: '**Consumer Protection Law**'), a User who has executed a reservation via the Company's Website shall be entitled to cancel such transaction within fourteen (14) days from the transaction date or from the receipt of the disclosure document, whichever occurs later. Such cancellation is conditional on the cancellation not falling within seven (7) non-rest days prior to the Service provision date. For persons with disabilities, senior citizens, or new immigrants (as defined within the Consumer Protection Law), cancellations are permissible within four (4) months from the transaction date or receipt of the disclosure document, adhering to the exact prerequisites. The Company is authorised to request suitable documentation from the User for verification purposes, in full accordance with the Consumer Protection Law stipulations. Moreover, the Company shall be entitled to levy a cancellation fee in the amount of five (5)% of the transaction value or one hundred (100) NIS (the lowest among them), provided the reason for such cancellation does not result from non-conformity of such Service, as dictated by the Consumer Protection Law.
- 6.2. Notwithstanding the aforementioned, Service reservations made via the Website may be cancelled by the User under the following conditions:
  - 6.2.1. Cancellation Policies for Greece & Croatia Hotels: Reservations may be cancelled before midday (12:00 PM), up to two (2) days prior to the scheduled Service date, or in alignment with the specific cancellation policies set forth by the Hotels, as detailed below:
    - 6.2.1.1. **Greece**
    - 6.2.1.2 'Non-Refundable' Reservations Cancellation Policy: No changes are permitted to such reservations; therefore, no refunds shall be issued in the event of cancellation, alteration, or failure to arrive (no-show).

6.2.1.3 'Flexible' Reservation Cancellation Policy

6.2.1.3.1 Urban Hotels: Cancellations are permitted until 14:00 (Greece local time) up to one (1) day prior to the scheduled date of arrival. Any cancellation effected subsequent to the above specified time or no-show shall incur a charge equal to the total amount of the booking.

6.2.1.3.2 Resort Hotels

6.2.1.3.2.1 **Accommodation reservations for the periods of May–June and September–October**–may be cancelled no later than 14:00 (Greece local time) up to three (3) days preceding the scheduled date of arrival (e.g., should the arrival be for Wednesday, cancellation is permissible until 14:00 [Greece local time] on the preceding Sunday). Any cancellation effected subsequent to this designated period or no-show shall incur a charge equal to the total amount of the booking.

6.2.1.3.2.2 **Accommodation reservations during the peak months of July and August** may be cancelled no later than 14:00 (Greece local time) up to seven (7) days prior to the scheduled date of arrival. Any cancellation effected subsequent to this designated period or no-show shall incur a charge equal to the total amount of the booking.

6.2.1.3.3 It is hereby clarified that the Hotel, irrespective of being categorised as urban or resort reserves the right to amend the terms of cancellation. Hence, alterations to cancellation policies may occur. The process of reservation, including but not limited to payments, cancellations, and any modifications thereto, shall adhere to the policy as expressly delineated at the time of reservation and as detailed on the booking confirmation.

6.2.1.4 **Croatia**

6.2.1.5 'Non-Refundable' Reservations Cancellation Policy: No changes are permitted to such reservations; therefore, no refunds shall be issued in the event of cancellation, alteration, or failure to arrive (no-show).

6.2.1.6 'Flexible' Reservation Cancellation Policy: Cancellations are permitted no later than 12:00 (Croatia local time) up to five (5) days prior to the scheduled date of arrival.

6.2.1.7 Late Cancellation Requests or No Show

6.2.1.7.1 Cancellations up to 12:00 (Croatia local time) up to two (2) days prior to the scheduled date of arrival shall incur a charge equal to the amount of one (1) night's stay.

6.2.1.7.2 Any cancellation request less than 48 (forty-eight) hours prior to the scheduled date of arrival or no-show shall incur a charge equal to the total amount of the booking.

6.2.2 Regular Service Bookings in Hotels in Israel: Transactions may be cancelled before midday (12:00) up to two (2) days prior to the scheduled date of the Service. For example, a vacation booked for December 26th must be cancelled by December 24th before 12:00 PM at the latest.

6.2.3 Service Bookings During Holidays and Special Events (as determined by the Company) in Hotels in Israel: Transactions may be cancelled before midday (12:00), up to seven (7) days prior to the scheduled date of the Service. For example, a vacation booked for December 26th may be cancelled without incurring a cancellation fee until December 19th at 12:00 PM.

6.2.4 Regarding transactions specified in Sections 6.2.2 – 6.2.3 above, should the User cancel the booking subsequent to the specified time or in the event of no-show on the scheduled date of the booking, the reservation will be cancelled, and the User will be charged a cancellation fee equivalent to the cost of the first two (2) nights of the booking.  
Should the User wish to cancel a spa reservation, such transaction may be cancelled, as aforesaid, up to forty-eight (48) hours prior to the scheduled treatment. Should the User effectuate the cancellation subsequent to the specified timeframe or abstain from attending the scheduled Service, the User shall incur charges equivalent to the entire value of the transaction.

6.2.5 'Non-Refundable' Booking Cancellations: Transactions may be cancelled in accordance with the provisions set forth in Section 6.1 of the Consumer Protection Law. Should the User fail to notify a cancellation

within the timeframe specified in Section 6.1 or in the event of no-show by the scheduled booking date, the reservation will be cancelled, and the User will incur a cancellation fee in the full amount (100%) of the total booking value.

- 6.3 It is hereby clarified that the provisions do not apply to Services purchased physically at the Company's Hotels or through an agent, i.e., such provisions do not apply to transactions that are not considered remote sales as defined in the Consumer Protection Law.
- 6.4 Should the User be entitled to cancel the transaction under the Consumer Protection Law, cancellation notice may be provided to the Company, along with the User's full name, ID number, the name of the Hotel where the transaction was made, and the transaction dates, in accordance with one (1) of the following methods:
- 6.4.1 **In person at the Company's offices:** 2 Hamenofim st, Herzeliya
  - 6.4.2 **By phone:** \*9297.
  - 6.4.3 **Via email:** [res@ichotels.co.il](mailto:res@ichotels.co.il)
  - 6.4.4 **By registered mail** to 2 Hamenofim st, Herzeliya
  - 6.4.5 **Via the transaction cancellation page on the Website:**  
[. https://brownhotels.com/he/cancelation](https://brownhotels.com/he/cancelation)
- 6.5 Cancellation of a singular Service included within a package offering accommodation is not permissible. Termination of the transaction shall only be permissible for the entirety of the package.
- 6.6 Notwithstanding the aforesaid, in the event that the User has engaged in a transaction for Services fully provided at Hotels in Greece or Croatia (as defined above) through an international service provider, the User is afforded the discretion to determine whether the provisions of the Consumer Protection Law apply to such cancellation, or if the cancellation policy of the service provider outside Israel shall apply.

The User is afforded the discretion to determine whether the Consumer Protection Law's cancellation provisions or the cancellation policy of the service provider located outside of Israel will be applicable.

## **7. Reservation Cancellation by the Company**

- 7.1. The Company retains the unilateral authority to cancel the User's reservation for any reason, including, but not limited to, discrepancies in the listed price of the booking.
- 7.2. In the event of such cancellation, the Company is obligated to promptly inform the User, reimburse any sum of the transaction price the User has remitted for the Services, and cancel any associated financial charges (as applicable).



**8. Promotions, Benefits and Discounts**

- 8.1. The Company, at its exclusive discretion, may periodically offer, inter alia, promotions, benefits, and discounts on the Website and retains the right to terminate, alter, amend, update, or prolong them at any given time without necessitating prior notification.
- 8.2. Users possess no inherent entitlement to benefit from promotions, discounts, benefits and more. Any amendment to the booking details or its pricing, irrespective of its cause, mandates a reassessment of the User's eligibility for the promotion, benefit, or discount.
- 8.3. Should a User cancel a transaction involving a Service acquired through a promotion or by utilising a benefit, the refundable amount, contingent upon eligibility for a monetary refund, shall equate to the actual payment made (i.e. post-application of such promotion or benefit).
- 8.4. Notwithstanding the foregoing, cancellations of transactions involving Services acquired under 'Special Sale' conditions (e.g., buy one get one free) and/or via benefits will result in the cancellation of the entire transaction and/or Services involved.

**9. Liability, Website Information, and User-Submitted Information**

- 9.1. The User acknowledges that the Website's depicted images serve purely illustrative purposes, acknowledging potential variances between digital portrayals and their actual appearance. Furthermore, the User acknowledges that not all hotel rooms of the Company are displayed on the Website and that variances may exist among different rooms of identical categories, hereby relinquishing any prospective claims, demands, or legal actions concerning such matters.
- 9.2. The Website's information is furnished 'as is' solely for informational purposes and does not constitute an advisory opinion. The User is solely responsible for utilising information available on the Website.
- 9.3. The Company disclaims liability for any direct or indirect damages, discomfort, loss, expenditures, or emotional distress that may befall the User, their possessions, or any third party as a result of accessing and using the Website's contents or any matter related thereto.
- 9.4. Should judicial proceedings establish the Company's liability towards the User, such liability concerning these Terms of Use and under applicable law, including but not limited to liability for loss, damages, remedies, costs, and expenses (including reasonable legal fees), shall be restricted solely to direct damages inflicted expressly by the Company and those acting on its behalf. The aggregate liability of the Company and its representatives shall not exceed the total amount actually paid by the User for the procured Service from the

Company, subject to the claim. Notwithstanding the aforementioned, the Company shall bear no liability for any indirect, consequential, special, or punitive damages of any kind.

**10. Indemnification**

The User hereby commits to indemnify the Company and anyone on its behalf against any damage, loss, liability, claim, or demand, including legal expenses and attorney fees, incurred by the User and/or any third party as a result of the User's unlawful use of the Website or breach of any terms of use.

**11. Advertising Materials, Newsletters, and Direct Mail**

11.1. The Company may provide the User with the option to subscribe to various forms of promotional communications, including but not limited to newsletters, updates on special offers, discounts, and marketing materials as defined by the Communications Law (Telecommunications and Broadcasting), 5742-1982 (hereinafter: '**Notifications**' and '**Law**' respectively). The User's consent to receive such Notifications constitutes explicit consent to the receipt of advertising materials as stipulated in the aforementioned Law.

11.2. Upon submission of their contact information on the Website, the User expressly consents to receive such Notifications via electronic means, including facsimile, automated dialling systems, email, short message service (SMS), and more.

**12. Website Discontinuation**

The Company reserves the right to suspend or permanently discontinue, at its sole discretion, the operation of the Website, and any part thereof, and/or the sale of Services via the Website, at any time and for any duration, at its sole discretion, and the User shall not have any claim and/or demand against the Company in connection with the aforementioned.

**13. Intellectual Property**

13.1. All intellectual property rights associated with the Website are the sole property of the Company. Such rights encompass, inter alia, patents, copyrights, design rights, methods, trade secrets, and any other proprietary rights in the Website's content, graphical design, databases (including lists of Services, Service descriptions, etc.), computer codes, domain name, and any other detail related to its operation.

13.2. Unauthorised reproduction, duplication, distribution, sale, commercial exploitation, or translation of any content from the Website, including trademarks, imagery, text, and code, is strictly prohibited without the Company's explicit prior written consent.

- 13.3. Commercial use of any data or content published by the Company, its databases, the Service lists contained therein, or other details published by the Company requires the Company's explicit prior written consent.
- 13.4. All icons, information, and/or displays appearing on the Website, including graphics, design, textual presentations, trademarks, logos, as well as their editing and presentation, are exclusively owned by the Company. Any use of the Company's proprietary content shall be solely in accordance with the Terms of Use.
- 13.5. Any use of trademarks or photographic designs featured on the Website that are protected as intellectual property, both under Israeli law and under international treaties to which Israel is a signatory, is prohibited.

**14. Electronic Communication and Document Delivery to the User**

- 14.1. The Company shall have the authority to electronically transmit to the User, via email, SMS, and other technological means, documents pertaining to their bookings, including financial documents.
- 14.2. Such documents include, inter alia, booking confirmations, tax invoices, receipts, and other documents the Company is required to send to the User under the Consumer Protection Law. The User's engagement with the Website constitutes consent to the receipt of such documents in electronic format, as outlined herein.

**15. Use Restrictions**

Users are expressly prohibited from engaging in the following activities (nor may they permit any third party to engage in the following):

- 15.1. Use the Website and/or its content for any illegal, unethical, unauthorised, or prohibited purposes.
- 15.2. Use the Website and/or its content for commercial endeavours or non-personal purposes.
- 15.3. Alter, remove or bypass any restrictions or indications of proprietary rights belonging to the Company or its licensors from the content and or Website, including, but not limited to, all proprietary notices appearing therein (e.g., ©, TM, or ®).
- 15.4. Infringe upon or compromise the privacy or any other rights of Users, or illicitly collect personal information regarding Users, whether manually or via automated means, including, inter alia, robots, spiders, crawlers, and search or retrieval applications, or employ any manual or automated means to access, and/or extract information from the Website.
- 15.5. Interfere with or disrupt the operational integrity of the Website or the servers or networks hosting the Website.

- 15.6. Undertake any action which imposes or may impose an unreasonable or disproportionately large burden on the Website's infrastructure.
- 15.7. Bypass measures the Company uses to prevent or restrict access to the Website.
- 15.8. Copy, modify, adapt, transmit, make accessible, translate, reverse engineer, decompile, disassemble any part of the Website or its content, or engage in public display, creation of derivative works, performance, distribution, sublicensing, commercial exploitation, sale, lease, transfer, loan, processing, collection, or integration with other software – of any material subject to the Company's proprietary rights, including the Company's intellectual property.
- 15.9. Sell, license, or exploit for any commercial purpose any use or access to the Website.
- 15.10. Violate the Terms of Use or any part thereof.
- 15.11. Contravene any applicable laws in relation to the use of the Website.

**16. Violation of the Terms of Use**

Should the Company have reason to suspect that a User has violated any term contained within these Terms of Use, the Company is entitled, at its sole discretion and without prior notice, to implement one or more of the following measures without prejudice to any right or remedy available to the Company under law:

- 16.1. Deny the User access to the Website.
- 16.2. Cancel any bookings made by the User.
- 16.3. Pursue legal action or demand any legal remedy to which it is entitled under any law.

**17. Conditions and Limitations**

- 17.1. Prices listed on the Hebrew version of the Website for Hotels in Israel (excluding Eilat hotels, which are exempt from VAT) are denominated in New Israeli Shekels and include Value Added Tax (VAT) in accordance with the prevailing VAT rate, subject to period changes.
- 17.2. For services scheduled to be fully rendered outside of Israel, prices displayed on the Website shall be denominated in a foreign currency. However, the equivalent value in New Israeli Shekels shall be calculated based on the most recent exchange rate on the business day prior to the date of payment, as published in a daily newspaper in Israel, all in accordance with the provisions of the Consumer Protection Law.
- 17.3. In cases where an Israeli User makes a booking in a foreign language (English, Russian, or French) for services provided in Israel, partly to avoid VAT, VAT will be added in compliance with legal requirements.

- 17.4. The Company disclaims responsibility for the final amount charged to the User, pertaining to foreign currency conversion fees by the payment method utilised by the User to perform the transaction.
- 17.5. The Company reserves the right to periodically amend these regulations without prior notice to the User. The Company shall publish updated terms on the Website, and they shall take effect upon publication.
- 17.6. The Company retains the right to discontinue the Website's operation, alter its structure, content, appearance, the scope of services and content retains the right to discontinue the Website's operation, alter its structure, content, appearance, the scope of Services and content provided therein, and any other aspect related to the Website and its operations, at any time, and without prior notice to the User. The User hereby acknowledges that they shall not have any claim and/or plea and/or demand against the Company in this regard.
- 17.7. Availability in the Company's Hotels is limited; thus, service bookings made via the Website, including hotel room reservations, are contingent upon availability.
- 17.8. Multiple promotions and discounts are not applicable.
- 17.9. Check-in and Check-out Times:
  - 17.9.1. Check-in is from 15:00 on all days of the week.
  - 17.9.2. Check-out is until 12:00 (midday) on all days of the week for Hotels in Israel. Unless otherwise stated in the reservation confirmation.
  - 17.9.3. Check-out is until 11:00 a.m. on all days of the week for Hotels in Greece and Croatia.
  - 17.9.4. Early check-in and/or late check-out, prior to/after the designated times, are subject to prior approval by the relevant hotel management and may incur additional fees, subject to hotel occupancy. The Company reserves the right to periodically modify the check-in and/or check-out times as necessary, according to the specific Hotel and dates of events, and notification of such shall be furnished to the User with the booking confirmation.
- 17.10. Infants and Children
  - 17.10.1. Definitions:
    - 17.10.1.1. A 'Child' is defined as an individual aged two (2) to twelve (12) years old.
    - 17.10.1.2. An 'Infant' is defined as an individual up to the age of two (2).
  - 17.10.2. For families with two (2) infants, one (1) will be charged the child rate.

- 17.10.3. Accommodation for children and minors under the age of eighteen (18) is permissible solely with adult supervision (i.e. an individual over the age of twenty-one (21)).
- 17.11. The Company's Hotels welcome pets up to nine (9) kg, subject to prior approval by the Company and the guest's Agreement to relevant terms. The above weight limit does not apply to guide dogs/service dogs.
- 17.12. Inviting additional guests beyond those specified in the booking requires the Company's prior written consent. Introducing guests into the hotel complex, whether for overnight stays or day visits, shall incur additional charges.
- 17.13. Guests are strictly forbidden from extracting any equipment or items from guest rooms. For activities involving water outside the resort or Hotel premises, guests are required to utilise their personal towels.
- 17.14. Smoking is strictly prohibited within the hotel premises, except in designated zones determined by the hotel management.
- 17.15. The User and all accompanying guests hereby commit(s) to maintaining the integrity of the Company's Hotels and not to cause any damage and/or negligence to the Hotels and/or guest rooms, including all equipment contained within them. In the event of such damage, the payment method provided by the User at the time of booking will be charged for the total cost of any such damage.

## **18. Cash Payments**

Cash payments are subject to the provisions of the Reduction of Use in Cash Law, 5778-2018.

## **19. Miscellaneous Provisions**

- 19.1 These Terms of Use shall be exclusively governed by and construed in accordance with the laws of the State of Israel. Any disputes arising from or in connection with this Agreement and usage of the Website shall be subject to the exclusive jurisdiction of the competent courts located in the Tel Aviv district.
- 19.2 Should any provision of these Terms of Use be determined by a court to be illegal, void, or for any reason unenforceable, contrary to the parties' intentions, such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. I.e. should any condition within these Terms of Use be deemed illegal, null, or unenforceable, such condition shall be deemed severable from the Terms of Use, and such excision shall not affect the legality, validity or enforceability of the remaining conditions.

## **BROWN***Hotels*

The following table details the hotels at which services offered by the Brown Hotels Group will be available:

<b>Company Name</b>	<b>Private Co. No.</b>	<b>Address in Israel or Abroad</b>
ISRAEL CANADA HOTELS HOLDINGS LTD	511809832	2 Hamenofim st, Herzeliya
I.C.H HOSPITALITY LIMITED PARTNERSHIP	540339181	2 Hamenofim st, Herzeliya
Play 42 Ltd Eilat	517097127	2 Hamenofim st, Herzeliya
Brown Eilat Boutique Hotels Ltd.	516258316	17 Kamen Street, Eilat
Maor Carel 1	558469599	2 Ha'Tmarim Blvd. Eilat
Binyamin 10 Eilat LTD	516599552	Gan Ninyamin , Eilat