**Terms of Use**

**Tel Aviv Hotel Association Website**

1. Hello and welcome to the Website of Tel Aviv Hotel Association (hereinafter also: the "**Website**" or "**We**").
2. The Website is operated and managed by the Greater Tel Aviv Hotel Association (a registered NGO) (the "**Association**" or the "**Website Owner**"), which is a body that incorporates about 85 hotels in the Tel Aviv metropolitan area (the "**Hotels**"), aiming to promote tourism in this region and to make information regarding the Hotels' operations accessible.
3. We invite the Website users (hereinafter also: the "**User/s**" or the "**Customer/s**") to benefit from the extensive touristic information displayed on the Website about the Hotels and the city of Tel Aviv and the metropolitan, and to use the Hotel comparison engine and the user-friendly and advanced reservation system, which will help you tailor your visit/vacation to suit your personal needs.
4. The following are the Terms of Use for the Website. The Terms of Use together with the Privacy Policy {LINK} constitute the full and complete Terms of Use for this Website.
5. You are requested to carefully read the terms of these Terms of Use and the Privacy Policy {LINK} of the Website and act according thereto. If you disagree with one or more of these Terms of Use, please do not make any use of the Website or the services offered thereon. Continued browsing on the Website or the performance of any action through the Website, constitute consent to all of the provisions of these Terms of Use. Please note that any action contrary to the Terms of Use may lead to legal or other measures being taken.
6. The Website reserves the right to modify and/or update the provisions of these Terms of Use from time to time. It is recommended to review these Terms of Use again in order to keep up-to-date with the modifications herein. The date of the last update of the Terms of Use appears in the end of this document.
7. Questions, comments, and different queries regarding these Terms of Use or other matters are welcome. You are welcome to contact us through the "Contact Us" page and we will be happy to respond as soon as possible.

**A.** **Use of** **the Website**

1. The use of the Website, from any device whatsoever, and the performance of actions thereon, are allowed for any adult who has reached 18 years of age and who possesses a valid credit card of one of the recognized credit card companies.
2. The use of the Website is intended for personal and private use only and not for any commercial, business, public or other use. Insofar as you have a business and want to cooperate with us or advertise on the Website in any way, please contact us via the contact information appearing on the Website.
3. **Any commercial or business use, or any use that is not in accordance with these Terms of Use constitutes a severe violation of these Terms of Use, and will entail immediate initiation of legal proceedings.**
4. Use of the Website will be made in accordance with and subject to the terms of these Terms of Use only. No use of the Website may be made, other than within the uses offered by the Website .
5. It is hereby prohibited to infiltrate the Website and/or server and/or any material or computer files therein and/or to gather information from the Website through automated software or any use of data mining, robots, reverse engineering or similar methods of gathering and extraction and/or exploitation of the Website for the purpose of activating or sending a virus, hostile software or any other manual or automated, analog or digital application, that may be harmful to the Website and/or to third parties and/or infringe their privacy and/or prevent them from reasonable use of the Website.

**B. Contents and information on the Website**

1. On the Website you may find information, contents and many materials that are intended for the benefit of the Website's visitors who wish to tour and stay in Tel Aviv and the vicinity.
2. These contents include information about the Hotel located in Tel Aviv and its vicinity as well as tourist centers, attractions, various events and accommodation and recreation options in Tel Aviv.
3. We invest time and a lot of consideration in order to provide the users of the Website the correct and reliable information relevant for them. However, please take into account that all of the information is provided only as service to the users, and the user is solely responsible for such use. Before visiting tourist centers or different events, we recommend to verify in advance the hours of operation of such tourist centers and make the necessary inquiries appropriate for visiting the site.
4. It is clarified that the presentation or review or advert of a certain place, site or event, do not constitute a recommendation on behalf of the Association or an endorsement of the quality of service provided there.
5. All of the information, images and materials published on the Website about the Hotels and the services offered thereby, are published in accordance with the information we received from the Hotels under their exclusive responsibility.

**C. The Hotel Reservation System**

1. The Association invites the Website visitors to use the Hotels comparison engine and the user-friendly and advanced reservation system (the "**Reservation System**"), which was developed thereby to help users to tailor the accommodation choices best suited to their needs.
2. The Reservation System is linked to the Hotels through a common interface that is updated by the Hotels, enabling the receipt of up-to-date information and the making of reservations online. The use of the Reservation System is subject to the terms of these Terms of Use.
3. As part of the Reservation System, users can first perform a search and comparison among relevant Hotels and get an updated picture regarding availability, price rates and other parameters for Hotels in different search areas.
4. In the second phase, upon the selection of a Hotel and approval of the details, terms and restrictions - including the cancellation policy of the Hotel, the Reservation System allows the reservation of the rooms, which does not require leaving the Website or referring to the Hotel's Website.
5. In order to place the reservation, the users will be asked to enter various details about the dates of accommodation, family composition, ages, type of rooms and the like. Users will also be asked to enter identification information about them such as first and last name, phone number, residential address and email address.
6. **Please note: payment for the Hotel accommodation will be made upon the stay and directly vis-à-vis the Hotel and not through the Website**. However, to ensure payment, the users will be asked to enter credit card details, as a condition for the completion of the reservation process, for security purposes only.
7. Before making a reservation, the users are asked to carefully verify the details of the reservation. Confirmation of the reservation means that you have approved all of the conditions presented to you by the Hotel and in particular the cancellation policy or options, hours of check-in and check-out, and the like. Insofar as the cancellation policy, or any other detail about the possibilities offered by Hotel, are not clear enough to you, please check on the Hotel's Website or avoid making the reservation.
8. Personal details and credit card details entered into the Website are secured and encrypted using SSL technology which is the most advanced technology in the field of information security and are sent to the Hotel without human intervention on the Website. However, please take into consideration that the possibility that this technology does not provide hermetic security cannot be ruled out.
9. All information submitted during the reservation should be true and accurate. Ensure correct spelling of the email address for sending the reservation confirmation. If you have not received your reservation confirmation to your inbox within 12 hours from the reservation, the user must contact the Hotel and confirm the reservation by phone. Neither the Association nor anyone on its behalf will bear any responsibility for any damage or loss incurred by failure to provide correct or complete details.
10. The Website and/or Hotel reserve the right to institute civil or criminal legal proceedings against a user who provided false and/or incorrect information and disrupted the reservation procedure. **Please note that the submission of false information is a criminal offense**.
11. Without derogating from the foregoing, in the event of providing incorrect or false information as aforesaid, the Website and/or the Hotel may cancel your reservation.
12. The final reservation confirmation will be sent to the email address of the user, after receiving approval from the credit card company and the approval of the Hotel. Confirmation of the reservation will be done at the discretion of the Hotel and under its responsibility.
13. The user is aware that upon the reservation confirmation, he directly contractually engages with the Hotel and not with the Association and that the Association will have no responsibility in connection with this engagement, as stated below in these Terms of Use.
14. The reservation will be complete, full and confirmed only after the user receives an email notice from the system confirming the correctness of the reservation including all details thereof and which includes the reservation number. The user must present the reservation confirmation to the receptionist at date of the Hotel visit.

**D.** **Conditions and clarifications - the Reservation System**

1. The Association's Website is designed to provide users a convenient and friendly opportunity for searching and booking Hotels in Tel Aviv and the vicinity. The Website serves only as an intermediary between the users and the Hotels.
2. Apart from the provision of the platform for making reservations, the Association has no bearing or influence on the room prices, occupancy, availability or with respect to services provided by the Hotels. Insofar as you have any questions, special requests, special events, a unique health condition, comments or clarifications regarding the Hotel accommodation, please contact the Hotel directly.
3. The prices presented on the Website in Hebrew include VAT. Prices presented in versions of the Website in other languages are presented without VAT.
4. We reiterate and emphasize that prior to placing the reservation, the user must keep abreast of the cancellation policy, check-in and check-out times, suitability of the Hotel to his needs, accessibility, etc. All of these issues as well as other issues are determined solely by the Hotel and under their exclusive responsibility.
5. Insofar as "special notes" were entered during the reservation, the user must verify that these notes have been recorded by the Hotel and will be honored thereby.
6. The Reservation System is linked to the auto-updated interface in accordance with the reports received from the Hotel.
7. The prices appearing on the Website are updated automatically by the Hotels. If for any reason there will be a difference or discrepancy between the price featured on the Website and the Hotel price, the Hotel price shall prevail. In the event of a gap or discrepancy between the price booked and the actual Hotel price, the Hotel will allow the user to cancel his reservation free of charge, provided that the cancellation will be made within the time allocated to him by the Hotel.
8. Any change or cancellation of the reservation will be made only vis-à-vis the Hotel and in accordance with the cancellation or changes policy of the Hotel. Please note that in case of cancellation, change or no-show, you might be subject to a charge, according to the Hotel's cancellation policy.
9. The Hotel will be entitled to cancel a reservation that has already been confirmed in the event of a clerical error or the event of a technical failure in the Reservation System and/or the interface and/or in the event of a hostile take-over and/or tampering.

**E.** **Advertisers** **and adverts on the Website**

1. At its discretion, the Association can place and may allow various advertisers, for a fee, to place various advertisements throughout the Website about relevant products, promotions or services, both through banners, as well as through text adverts and other means ("**Adverts**").
2. It is clarified that all of the details, materials and information about the Adverts published on the Website are published by the advertisers under their sole responsibility. The Association does not purport and is unable to guarantee their contents, reliability or worthiness, and it shall bear no liability for the breach of any representation and/or warranty and/or statement of any of the advertisers in connection with any product and/or service and/or other and it will not be a party to any engagement between the users and the advertisers.
3. Therefore, we recommend that users of the Website conduct an independent examination before engaging with any of the advertisers or relying on information published elsewhere on the Website.
4. It is clarified that the publication of advertising material on the Website does not imply that the Association or anyone on its behalf encourages or recommends the advertiser or the service provided thereby or the products thereof. The users must carry out an independent examination, as reasonable consumers, before purchasing a product or service.

**F.** **Benefits** **and vouchers**

1. From time to time, the Website will offer different benefits or vouchers to the Website's users, such as discount vouchers for Hotels or various attractions (the "**Benefits**"). Information about these Benefits, including their terms of exercise will be published throughout the Website.
2. It is clarified, that these Benefits are given at the sole discretion of the Association and it may stop giving them at any time with no advance notice.
3. The use of the Benefits is personal and non-transferable.

**G.** **No Liability**

1. The Association's Website incorporates inter alia, information, offers, explanations about Hotels, attractions and tourist sites in Tel Aviv and its vicinity. In addition, the Website allows its users to search and compare available Hotels and make a reservation - subject to the Hotel's confirmation. All of this is carried out by the Association as a service to users of its Website and not-for-profit.
2. **Use of the Website, including of the information contained on it and of the Reservation System is solely at the user's responsibility**. Neither the Association, nor its directors, employees and/or anyone on its behalf shall bear any liability for any bodily harm or property damage and/or loss, whether direct or indirect, incurred by the user due to the use of the Website including for the use of the information or content featured on the Website and/or Reservation System and/or for its mere presentation.
3. As stated in these Terms of Use, all of the information about the Hotels including rates and occupancy, as well as all of the services to be provided by the hotels are the sole responsibility of the Hotels. The Website constitutes, inter alia, an interim platform for Hotel reservations in greater Tel Aviv, it does not actually provide the accommodation services and has no control over what goes on at the Hotel or over its policy. The user hereby agrees that any assertion and/or demand and/or claim, insofar as he shall have any, with respect to the Hotel reservation process and/or with respect to the accommodation at the Hotel, will be directed to the Hotel only and he hereby waives any claim of any kind whatsoever against the Website.
4. The use of the Website is on an AS IS basis. The Association does not warrant that all of the Website systems shall function properly or that the links on the Website will work properly and lead to an active website. The mere existence of a link to another website does not mean that the content of the linked website is reliable, complete, or up-to-date, neither does it mean that the Association and/or anyone on its behalf recommend or encourage the use of the linked website. Neither the Association nor its directors, employees and/or anyone on its behalf shall have any liability in connection therewith, including for any direct or indirect damage incurred by users resulting from the use of or reliance on information and contents featured on the websites linked thereto and/or in connection with the use of or reliance on the information and content published thereon.
5. Furthermore, neither the Association nor its directors, employees and/or anyone on its behalf shall bear any responsibility for the compatibility of the services that the Website offers users and/or for the compatibility of the Website with their personal computer and/or for damage, malfunctions or failures in the software, server or any service provided by third parties on which the Website owner is dependent. The user is requested to take this into consideration when relying on the contents of the Website or the services provided thereby.
6. The Website does not undertake to maintain backup of any content stored and/or appearing on the Website. In addition, the Website Owner may disable the Website, in whole or in part, for the maintenance, update, upgrade thereof or for any other purpose and will not be liable for any damage caused as a result.
7. The Website does not warrant that the service provided on the Website will be uninterrupted, or that it will be provided in an orderly manner with no intervals and interruptions, nor that it will be immune to illegal access to the computers of the Website Owner, damage, malfunctions, failures in hardware, software or communication lines of the Website Owner or any of its suppliers or that it will not be compromised for any other reason. Neither the Website Owner nor anyone on its behalf will be responsible for any direct or indirect damage caused to users as a result thereof.

**H.** **Intellectual Property**

1. Copyrights and the other intellectual property rights for this Website and the contents included herein, including for the Reservation System, texts, the Website design, layout, graphics, photographs, illustrations, the Website logo, Website name, the technological information necessary for the operation thereof, applications, computer codes and/or any other material included therein, belong exclusively to the Association.
2. The contents, materials and information provided to this Website by the Hotels or advertisers (the "**Third Parties**") belong to them.
3. No commercial use shall be made of these contents without receiving an express written license thereto from the Website or the Third Parties who own the rights. Do not copy, restore, publish, distribute, publicly perform, transmit, sell, or make available to the public or exhibit any portion of this Website, including within a Frame, without the prior written consent of the Website and/or the Third Parties - as applicable.

**i.** **Contact**

1. If any questions arise regarding these Terms of Use or any other issue, we will be happy to be at your service.
2. You may contact us by phone number: 03-5170131 Sunday to Thursday between 9:00-16:00 or by using the Contact page. The address of the Association is: 29 HaMered St., Tel Aviv.
3. You may also contact us by writing via the "Contact" page [repeated twice – in Sections 28 and 29].

**K.**  **Miscellaneous**

1. The Association is entitled to change the Terms of Use without advance notice at any time.
2. Without derogating from the right of the Association to take legal action, the Association maintains its right to prevent and block access to the Website by visitors or users who shall violate the provisions of these Terms of Use and/or the provisions of any law and/or who will abuse the Website - all at the sole discretion of the Association.
3. The Association is entitled to transfer, at any time, ownership in the Website and/or the right to operate it in whole and/or in part to any other party and in such case, neither the user nor any other party acting on his behalf shall have any assertion and/or claim and/or demand against the Association.
4. Without derogating from the provisions of the Terms of Use, the user hereby agrees that the prescription period for any claim and/or demand against the Association and/or anyone on its behalf, shall be limited to a period of 6 months and the parties regard this as an agreement for the period of prescription as defined in the clause in the Prescription Law, 5718-1958.
5. The competent court in the city of Tel Aviv-Jaffa has exclusive jurisdiction to hear any dispute between the parties in connection with this Agreement and/or arising from it, in accordance with the laws of Israel.
6. These Terms of Use may be translated into other languages. It is clarified that in any case, the Hebrew version shall prevail.

**Last Updated September 17 2017**