

Website Terms & Conditions

1. General

- 1.1. The websites www.viamarisspa.com and www.davidtower.co.il/spa (hereinafter, jointly: "**the Website**") are websites that provide information about Maris Spa located at the David Tower Hotel in Netanya (hereinafter: "**Via Maris Spa**") and regarding the variety of different products and/or services that the Via Maris Spa provides. The Website is owned by Prima Hotels and Tourism Israel 1977 Ltd.
- 1.2. The provisions of these Terms & Conditions will apply to any operations performed by the "user" on the Website, as defined below, including the receipt of information (hereinafter: "**Operation**").
- 1.3. Browsing the Website and/or performing Operations on the Website constitute the user's consent to accept and act according to the Terms & Conditions. If you do not agree to any of the terms of these Terms & Conditions, you are requested not to make any use of the Website.
- 1.4. Any person who performs an Operation on the Website declares that he is aware of and accepts the instructions of the Website's Terms & Conditions, and that he and/or anyone on his behalf will not raise any claim and/or dispute against the Website's owners and/or operators and/or anyone on their behalf, apart from claims related to the violation of the obligations of the Website's owners and/or operators according to these Terms & Conditions.
- 1.5. For the purposes of these Terms & Conditions, the definition of "user" - any person, including a company, who may use the Website, including performing Operations through the Website, to the extent that such a possibility exists, all subject to the fulfillment of the cumulative conditions listed below:
 - 1.5.1. The user is qualified to perform binding legal actions. If the user is a minor (under the age of 18) or is not entitled to perform legal actions without the permission of a guardian, he must inform his parents and/or the legal guardians regarding the provisions of these Terms & Conditions and obtain their permission to perform any activity, of any kind, within the site;
 - 1.5.2. Has an active e-mail box on the Internet.

2. General conditions

- 2.1. It is clarified that the Via Maris Spa management may, at its sole discretion, stop and/or suspend the activity of the Website at any time and without prior notice.
- 2.2. Via Maris Spa reserves the right to prevent access to the Website and/or the possibility to perform activities on the Website and/or to cancel the participation of a user whose behavior is improper and appropriate, or which is not according to the terms of use, or who tries to damage the proper management and operation of the company's Website.
- 2.3. What is stated in these Terms & Conditions refers equally to members of both sexes, and the use of the masculine language is for reasons of convenience only.
- 2.4. These Terms & Conditions may be changed and/or updated at any time by Via Maris Spa and/or anyone acting on its behalf, at their sole discretion. Via Maris Spa may change from time to time the structure of the Website, its content, appearance, terms of use, scope, and the availability of the services offered therein, and every other aspect involving the Website and its operation, all without the need to notify the user in advance.
- 2.5. Via Maris Spa does everything in its power to ensure that the information displayed on the Website is correct and accurate at all times, as much as possible, but is not responsible for the information on the Website being full, complete, and up to date at any given moment in relation to any of the details included in it. If the user wishes to verify any information, he is invited to contact the service center at the following email address: divur@prima.co.il, telephone 03-5212500.

- 2.6. The titles of the chapters are provided for the convenience and orientation of the user and will not be used in the interpretation of the Terms & Conditions.

3. Services offered on the Website

- 3.1. The Website includes information about the company's services and products that are sold and/or will be sold through it from time to time, and additionally offers a variety of content and/or services and/or Operations, including the services detailed below:
 - 3.1.1. Browsing and viewing various contents.
 - 3.1.2. It is clarified that Via Maris Spa does not guarantee that all the content and/or services on the Website will be provided and/or will be provided continuously and regularly on the Website, the company will be entitled to change (including expand or reduce) the list of content and/or services provided on the Website, at its sole discretion and without any notice.
- 3.2. It is clarified that Via Maris Spa may choose to reject and/or not upload to the Website and/or hide from its Facebook and Instagram page any comment and/or feedback and/or image and/or content (hereinafter: "**the Content**") which, at its sole and absolute discretion, may harm the name of the company and/or anyone on its behalf and/or the public's feelings and/or is of a blatant/suicidal nature or offensive in a sexual or other way and/or may cause a violation of any property rights and/or contradicts the provisions of any law and/or for any other reason.
- 3.3. Each user of the services offered on the Website and Via Maris Spa pages on social media hereby declares and confirms that he gives Via Maris Spa the full and exclusive right to use the Content he uploads, and confirms and undertakes that Via Maris Spa will be allowed to use his name and/or image as part of any publication and/or presentation of the Content on the Website and/or on social media, without any consideration.
- 3.4. This right of Via Maris Spa will be preserved indefinitely. Also, the user of the services confirms that he is aware that from the moment of publishing the feedback and/or responses, sharing, tagging, and uploading content of any kind to the Website and/or social media, his actions will be exposed to the public, with all the implications thereof, and the user confirms that he took this into account in his decision to use these services.
- 3.5. The user confirms that Via Maris Spa has a reputation in its field of activity, and that he must avoid any damage to the reputation of Via Maris Spa, including avoiding any activity on the Website that could harm the good name of Via Maris Spa in the eyes of the public. In this context, the participant undertakes that he will not act in a way that could damage the reputation of the aforementioned company.

4. The information on the Website

- 4.1. The Website lists, among other things, treatments and products provided in the spa. Via Maris Spa will be entitled to update the menu of treatments and products from time to time, add or remove details, update the information on the page to remove products that are out of stock, and update and/or change the price of the item from time to time.
- 4.2. In the case of an item (treatment and/or product) that is out of stock and/or there is a problem with its supply, for whatever reason, Via Maris Spa will be entitled to inform the user, contacting him via the method used for making the reservation on the Website, that the product/treatment cannot be supplied. In the aforementioned case, the user will not raise any claim against Via Maris Spa, and the user waives any such claim by the fact of making the reservation.
- 4.3. Via Maris Spa reserves the right to limit the number of "items" in each reservation.
- 4.4. The prices published on the Website are in new shekels and include VAT according to the VAT rate on the day of payment according to law, unless otherwise specifically stated.

- 4.5. Please note that knowingly providing false information when filling out contact information may be considered a criminal offense. Civil and criminal legal measures may be taken against those who submit false information, including tort claims for damage caused to Via Maris Spa due to the disruption of the operation of the Website.
- 4.6. Also, the information provided by the user on the Website will be used, among other things, for sending emails regarding special offers or updates on the Website, only after receiving the user's permission for this. The user hereby authorizes Via Maris Spa to send him newsletters, messages, and advertisements regarding information concerning Via Maris Spa, including its products, promotions, etc., while the consent of the user is given subject to the fact that he can withdraw it at any time, by clicking on the "remove" link found on the Website or by contacting the email divur@prima.co.il. When contacting by email, the removal will be done within a few days.
- 4.7. The Website may contain information on behalf of Via Maris Spa and information on behalf of third parties. Via Maris Spa and/or anyone on its behalf are not responsible for the content and substance of information provided by third parties.
- 4.8. To the extent that the Website contains links (hereinafter: "**Links**") to other websites (hereinafter: "**the Linked Websites**"), these are links intended only for the user's convenience. Via Maris Spa is not responsible for the Links and/or the Linked Websites and/or the information appearing in them, including their validity, correctness, and legality. Any use and/or access to Links and/or Linked Websites is the sole responsibility of the user.
- 4.9. All images on the Website are for illustration purposes only. Since the images are displayed on the user's computer monitor, and/or printed by the user from the computer screen, there may be differences and changes between the appearance of the products in the image and their appearance in reality.
- 4.10. Via Maris Spa and/or the Website's operators and/or owners and/or managers and/or employees and/or any of them or anyone acting on their behalf will not bear any responsibility for the server through which the Website works, including that said server will be free of viruses and/or others components that may damage the user's personal computer while browsing the Website and/or making any other use of the Website, and the user will not raise any dispute and/or claim and/or demand against the company and/or any of the Website's operators and/or owners and/or managers and/or employees and/or anyone acting on their behalf in connection with said injury, if it occurs.

5. Making a reservation

- 5.1. In order to make a reservation, the user may fill in contact details in the box provided on the Website or apply in one of the ways specified in the 'Contact' link, by telephone at 09-8800084, by WhatsApp at 052-6890118, or by email at office@viamarisspa.com.
- 5.2. Leaving contact details does not mean making a reservation.

6. Cancellation by Via Maris Spa

- 6.1. Via Maris Spa reserves the right to terminate at any time, at its sole discretion, the user's activity on the Website, including, but not limited to, in any of the cases listed below:
 - 6.1.1. In any case where an operation was carried out contrary to these Terms & Conditions.
 - 6.1.2. The user committed an illegal act and/or violated the provisions of the law;
 - 6.1.3. The user provided incorrect details when making the purchase transaction and/or afterwards;
 - 6.1.4. The user has committed an act or omission that harms Via Maris Spa and/or anyone on its behalf and/or the proper operation of the Website and/or any other third party;

6.1.5. In any case where, due to "*force majeure*", Via Maris Spa is unable to properly manage the Website, provide the user with the products and/or meet any of its other obligations.

In this section, "*force majeure*" includes computer malfunctions, malfunctions in the telephone system, or malfunctions in other communication systems, sabotage, and a security incident. In the aforementioned circumstances, Via Maris Spa may cancel the transaction or offer the user an alternative item of equivalent value, at its discretion and in accordance with the circumstances of the cancellation.

In any case as mentioned, Via Maris Spa will not be responsible and will not bear, in any case, any direct, indirect, consequential, or special damage caused to the user or a third party, including but not limited to damage due to the purchase of a product and/or service from a third party at a higher price.

6.2. The Via Maris Spa Website is a technological product and as a result it may have malfunctions, communication problems, display a product at an incorrect price, incorrect product specifications and more. In the event of a dispute over the price / specification of the product, the effective price and specification will be as shown at the Via Maris Spa checkout.

7. Warranty, security, and privacy

- 7.1. Via Maris Spa and/or anyone on its behalf take the usual precautions in order to maintain, as much as possible, the confidentiality of the information. The user's personal details (name, e-mail, etc.) will be stored in the Via Maris Spa database registered in the name of Prima Hotels and Tourism Israel 1977 Ltd.
- 7.2. In cases arising from *force majeure*, Via Maris Spa will not be responsible for any damage of any kind, direct or indirect, caused to the user or anyone on his behalf, if any information provided is lost or reaches a hostile party and/or is used without authorization.
- 7.3. Via Maris Spa will be entitled to transfer the personal information of a user to a third party in cases where the user has committed an act or omission that harms and/or may harm Via Maris Spa and/or any third parties, has used the services of Via Maris Spa to commit an illegal act, if Via Maris Spa has received a judicial order ordering it to hand over the user's details to a third party, as well as in any dispute or legal proceeding.
- 7.4. Also, Via Maris Spa will be able to use the user's personal information, without identifying the specific user, for the purpose of analyzing statistical information and presenting it and/or handing it over to other parties.

8. Law and jurisdiction

The Israeli law is the only law applicable to these Terms & Conditions and/or to any action and/or conflict arising from it. In any case of dispute, the exclusive jurisdiction to discuss any dispute arising, directly or indirectly, from the provisions of these Terms & Conditions and/or from the use of and/or purchases on the Website - will be with the Tel Aviv-Yafo courts (Magistrate's or District) and not with any other court or judicial authority.

9. Intellectual property

- 9.1. The user may use this Website solely for the purpose of obtaining information, and as much as possible for the purpose of booking services. For the avoidance of doubt, it is hereby clarified that it is prohibited to make any use of the Website in ways other than those specified in these Terms & Conditions, and that the company retains all its rights in this regard. It is hereby clarified that illegal use of this Website and/or the information appearing on it violates copyright or other related laws.

- 9.2. All intellectual property rights in all content on the Via Maris Spa Website, including the trademarks, patents, copyrights, models, methods, and trade secrets, are the property of Via Maris Spa only. These rights apply, among other things, to the graphic design of the Via Maris Spa Website, its databases (including the lists of products/services, description of services, etc.), the Website's computer code, and any other detail related to its operation.
- 9.3. It is prohibited to make any commercial use of the data published on the Via Maris Spa Website, the database on the Website, the lists and photos of the services appearing therein, or other details published by and/or on behalf of Via Maris Spa without obtaining the prior written consent of Via Maris Spa. It is prohibited to use any data published on the Via Maris Spa Website for the purpose of displaying it on a website or any other service contrary to the provisions of the agreement and/or without obtaining the prior written consent of Via Maris Spa, subject to the terms of such consent (if such consent is given)
- 9.4. In accordance with the above, it is forbidden to collect data from the Website by means of software and/or distribute such data to the public in a commercial manner or in a commercial framework.
- 9.5. It is prohibited to reproduce, copy, sell, distribute, market, and translate any information from the Website, including trademarks, images, texts, and computer code without receiving the express permission of Via Maris Spa in advance and in writing.
- 9.6. The Website may not be presented in a different design or graphic interface than the one designed by Via Maris Spa except subject to obtaining its prior written consent. The company name Prima Hotels and Tourism Israel 1977 Ltd., the brand name Via Maris Spa, the trademarks of Via Maris Spa (whether registered or not), etc. - are all the property of Via Maris Spa only and/or the Prima chain. It is prohibited to use them without its prior written approval. Icons, any information and/or display appearing on the Website, including graphics, design, verbal presentation, trademarks, logos, as well as the editing and presentation thereof, are the exclusive property of Via Maris Spa and/or the Prima chain and/or anyone acting on their behalf. It is prohibited to copy, reproduce, distribute, publish, or use by any means the contents appearing on the Website unless Via Maris Spa has given its consent to this, in writing and in advance.

10. Customer service

For details and inquiries regarding treatments, products, services and/or their delivery, please contact the Via Maris Spa customer service department by email: office@viamarisspa.com or by phone: 09-8800084.