

Travel Services Agreement

The Agreement (as defined below) applies to the Services (as defined below) provided by Israel Connection Tours Ltd (“ICT”) to you (the “Customer”). Each of the Customer and ICT a “Party”, and collectively, the “Parties”.

BY CLICKING THE “ACCEPT” BOX OR BUTTON, CUSTOMER INDICATES ITS ACCEPTANCE OF THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, CUSTOMER AGREES TO ITS TERMS. CUSTOMER REPRESENTS AND WARRANTS THAT IT IS AT LEAST 18 YEARS OF AGE. IF CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS FULL LEGAL AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY OR IF CUSTOMER DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. Definitions.

- 1.1. “**Agreement**” means this Travel Services Agreement between ICT and the Customer for the supply of Services, the Order Form (as applicable), and any supplementary terms that ICT may publish from time to time and any variations that it may make from time to time.
- 1.2. “**Business Day**” means any day except Friday and Saturday, or any day which is a legal holiday in Israel or any day on which banking institutions in Israel are authorized or required by law or other governmental action to close.
- 1.3. “**Israeli Consumer Protection Law**” means the Israeli Consumer Protection Law 5741-1981.
- 1.4. “**Order Form**” means the document provided by ICT to the Customer in which the Services are set forth.
- 1.5. “**Services**” means the facilitation and/or arrangement of travel services as set out in the Order Form.
- 1.6. Interpretation.
 - 1.6.1. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
 - 1.6.2. Reference to a law, regulation, statute or statutory provision is a reference to it as amended or re-enacted. A reference to a law, regulation, statute or statutory provision includes all subordinate legislation made under that law, regulation, statute or statutory provision.
 - 1.6.3. Any words following the terms including, include, in particular, for example, estimate or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6.4. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

2. Services.

2.1. Subject to the terms and conditions of the Agreement, ICT shall provide the Services to the Customer.

2.2. In providing the Services, ICT is responsible for facilitating and/or making arrangements for the tour services offered under this Agreement, including transportation, sightseeing, and hotel accommodations. All third-party carriers, hotels, suppliers and other third-parties providing services to the Customer in connection with the tour and/or this Agreement (“**Third-Party Providers**”) are independent contractors and are not agents, employees, servants of, or joint ventures with ICT or its affiliates. Each service provided by a Third-Party Provider will be subject to such Third-Party Provider’s terms and conditions, and each applicable Third-Party Provider (and not ICT) will be responsible to you for the provision of the relevant service.

2.3. ICT reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement. ICT shall notify the Customer in any such event.

3. Term and Termination.

3.1. Term. This Agreement shall commence upon Customer’s acceptance of this Agreement (as set forth above) and shall continue to be in full force and effect until completion of the Services or until terminated in accordance with its terms and conditions.

3.2. Termination.

3.2.1. Customer may cancel the Services or any part thereof in accordance with the terms set forth in the ‘Cancellation’ section below. Cancellation of all the Services hereunder, shall be deemed a termination of the Agreement.

3.2.2. ICT may terminate this Agreement with immediate effect upon prior written notice to the Customer, if (i) the Customer commits a material breach of any term of this Agreement (for avoidance of doubt, failure by the Customer to pay any amount due to ICT on its due date will constitute a material breach); (ii) the Customer commences any dissolution, liquidation, bankruptcy or insolvency proceeding, whether voluntary or involuntary, or a receiver or liquidator has been appointed to all or substantially all of the Customer’s assets.

3.3. Effect of Termination.

3.3.1. Upon termination of this Agreement, the Customer shall immediately pay ICT any outstanding amount due to ICT.

3.3.2. Termination of this Agreement shall not affect any right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

3.3.3. Any provision of this Agreement that expressly or by implication is intended to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

4. Cancellation.

4.1. Cancellation by the Customer. The Customer may cancel the Services or any part thereof in accordance with and subject to the cancellation policy terms and conditions set forth in the applicable Order Form.

4.2. Israeli Consumer Protection Law. Under the Israeli Consumer Protection Law, a consumer is entitled to cancel a transaction within 14 days from the later of (i) the transaction date, or (ii) the day the consumer received the disclosure document regarding the transaction (as required under the Israeli Consumer Protection Law), provided however, that such cancellation will not be possible if there are less than seven (7) Business Days (in Israel) until the time set for the services to be provided.

Despite anything to the contrary herein, any cancellation compliant with the terms of the Israeli Consumer Protection Law will incur a cancellation fee which is the lower of (i) 5% of the total consideration, or (ii) NIS 100, per participant. For avoidance of doubt, it is hereby clarified that the above-mentioned is for informational purposes only, and that the binding and complete wording of the provisions for cancellation under the Israeli Consumer Protection Law is that specified in the Israeli Consumer Protection Law. In any case, the above-mentioned terms do not derogate from the provisions of the Israeli Consumer Protection Law.

4.3. Changes and Cancellation by ICT. ICT reserves the right to accept or reject any person as a tour participant, to expel any tour participant from the tour, to make changes in the itinerary whenever ICT deems it necessary for the comfort, convenience, or safety of the tour participants, and to cancel any tour at any time, in each case, without incurring any liability to the Customer except refunds if and to the extent stipulated in the cancellation policy.

5. Customer Obligations.

5.1. The Customer shall:

5.1.1. fully cooperate with ICT and/or its representatives with respect to the Services and/or execution of this Agreement.

5.1.2. provide ICT with complete and accurate information and/or materials as may reasonably be required by ICT.

5.1.3. comply with all applicable laws and regulations.

5.2. If ICT's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (each a "**Customer Default**"):

- 5.2.1. without limiting or affecting any other right or remedy available to it, ICT shall be entitled to suspend performance of the Services, or any part thereof, until the Customer remedies the Customer Default.
- 5.2.2. ICT will be entitled to rely on a Customer Default to relieve ICT from the performance of any of its obligations, in each case to the extent the Customer Default prevents or delays ICT from performing any of its obligations.
- 5.2.3. ICT shall not be liable for any, direct or indirect, costs or losses sustained or incurred by the Customer arising from ICT's delay in performing or failure to perform any of its obligations, as a result of a Customer Default.

6. Consideration and Payment.

- 6.1. The Customer shall pay ICT the consideration set forth in the applicable Order Form(s).
- 6.2. The Customer shall pay any outstanding consideration in accordance with the payment schedule set forth in the applicable Order Form(s).
- 6.3. In accordance with applicable law, VAT may be added to the consideration due by the Customer and, upon receipt of a valid VAT invoice from ICT, shall be paid by the Customer at the same time as payment of the consideration set forth in the applicable Order Form(s).
- 6.4. All amounts due under this Agreement shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding.

7. Limitation of Liability.

- 7.1. Neither ICT nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of the Customer (including any group participants), any Third-Party Provider, any insurer or insurance administrator, or of any other third party.
- 7.2. The tours may involve hazards incident to travel (including travel in undeveloped areas) including those arising from political unrest, poor security, safety conditions and limited medical and evacuation facilities in the case of illness or accident. ICT will make reasonable efforts to limit the hazards but neither ICT nor its affiliates assume liability for damage, loss or expense arising from such hazards. The Customer acknowledges that participation in the tour and each activity within the tour is voluntary. The Customer assumes all risks associated with the tour and each activity within the tour.
- 7.3. Neither ICT nor its affiliates shall be liable for any indirect, special, incidental, consequential or exemplary loss or damages (whether financial or otherwise), including, without limitation, loss of business, loss of profits, production downtime, loss of data or similar consequential damages, even if the same was foreseeable by or the possibility thereof is or has been brought to its attention.

- 7.4. Neither ICT nor its affiliates shall be liable for any damages caused by the Customer (including any group participants) to any third party before, during and/or after the term of this Agreement.
- 7.5. Customer shall indemnify, defend and hold harmless ICT its officers, directors, shareholders, employees, agents, affiliates, successors and assigns (the “**Indemnified Parties**”) from all losses, damages, liabilities, costs, expenses (including attorney fees), claims, actions, proceedings, and demands suffered or incurred by an Indemnified Party in connection with or resulting from (a) a breach of Customer’s undertakings under this Agreement (including a Customer Default), and/or (b) any damages caused (or claimed to be caused) by the Customer (including any group participants) to any third party.
- 7.6. Without derogating from the above, ICT's total liability to the Customer in any 12-month period shall not exceed the consideration paid to ICT by the Customer in that 12-month period. ICT's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.
8. Confidentiality. Each Party shall keep confidential and will not disclose, divulge, or use for any purpose any confidential information obtained from the other Party and/or anyone on its behalf, other than to perform its obligations under the Agreement; provided, however, that a Party may disclose confidential information (i) to its lawyers, accountants, consultants and other professionals to the extent necessary to perform its obligations under the Agreement; or (ii) as may otherwise be required by law, provided that such Party (if permitted by applicable law, rule or regulation) promptly notifies the other Party of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.
9. Insurance.
- 9.1. Travel/Cancellation/Other Insurance. Travel and/or cancellation and/or any other type of insurance is **not** provided by ICT. ICT highly encourages the Customer to consult with an insurance expert and to purchase travel/cancellation insurance and/or any other type of insurance applicable to the Customer in accordance with Customer’s personal needs and requirements.
- 9.2. Health Insurance. Health insurance is **not** provided by ICT. ICT highly encourages the Customer to consult with an insurance expert and to purchase health insurance, in its country of origin, applicable to the Customer in accordance with Customer’s personal needs and requirements. At Customer’s specific request, ICT may connect between the Customer and an Israeli insurance provider (which will be deemed a ‘Third-Party Provider’ under this Agreement, for all intents and purposes).
10. General.

- 10.1. Entire Agreement. This Agreement is the sole agreement with respect to the subject matter hereof and except as expressly set forth herein, supersedes all other agreements and understandings between the Parties with respect to the same.
- 10.2. Amendment; Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by a written instrument executed by each Party or, in the case of waiver, by the Party waiving compliance. The delay or failure of any Party at any time or times to require performance of any provisions hereof shall in no manner affect the rights at a later time to enforce the same. No waiver by either Party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement. For avoidance of doubt, WhatsApp messages and/or other mobile phone text messages by the Customer shall not constitute a written instrument.
- 10.3. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any Party, shall be cumulative and not alternative, except as expressly provided in this Agreement.
- 10.4. Severability. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.
- 10.5. Assignment. Neither Party shall be entitled to assign or encumber all or any of its rights or obligations under this Agreement to any other entity without the prior written consent of the other Party, provided however that ICT may assign all or any of its rights or obligations to: (i) any affiliate

of ICT; or (ii) to any entity acquiring all, or substantially all, of ICT's business.

- 10.6. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, attorneys, guardians, estate trustees, executors, trustees, successors (including any successor by reason of amalgamation of any party) and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
- 10.7. Further Assurances. At any time or from time to time after the date hereof, the Parties agree to cooperate with each other, and at the request of any other Party, to execute and deliver any further instruments or documents and to take all such further action as the other Party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the Parties hereunder
- 10.8. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to the application of principles of conflicts of law. The Parties hereby consent to the exclusive jurisdiction of the courts of Tel Aviv, Israel over any and all matters arising from this Agreement. Any legal proceedings, by the Customer and/or anyone on Customer's behalf, against ICT must be commenced within one year following the date of tour completion.
- 10.9. Contradictions. In case of any contradiction, inconsistency or conflict between the terms set forth herein and the terms of the applicable Order Form, the Order Form shall prevail.
- 10.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 10.11. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing by email (specifically excluding WhatsApp messages and/or other mobile phone text messages) and shall be deemed effectively given upon the earlier of (i) actual receipt or (ii) when sent, if sent by email during normal business hours of the recipient, and if not sent during normal business hours, then on the next Business Day. All communications shall be sent to the respective Parties

at their email address as set forth in the corporate records of ICT, as the case may be, or to such email address as subsequently modified by written notice given in accordance with this Section. If notice is given to ICT, it shall be sent by email to mickey@myisraelconnection.com.

Israel Connection

<https://myisraelconnection.com/>