

Terms of Use

One who makes use of the software and CrazyLlamasystem, endorses the terms of use set out below and undertakes to comply with them.

Definitions:

"Terminal"- a computer terminal owned by the agent, on which CrazyLlama will be installed.

"Confidential Knowledge and/or Information"- anything, any matter, object, document, datum related to the operation of the parties, including, without derogating from the foregoing provisions, trade, economic and/or professional secrets, data and information of any kind **and type whatsoever**, client lists, assessments and economic researches, market surveys, marketing and distribution flattening, financial statements of various types, instructions, agreements etc., all unless if such knowledge or information was common knowledge and/or known to any of the parties and/or brought to the attention of any of the parties prior to the signing of this agreement, not due to a breach of the duty of confidentiality.

"Clients"- the person for whom the agent made a booking for Travelservices through CrazyLlama and/or anyone who has booked hotel services through CrazyLlama which is installed on the website.

"Travel Services"- Travel services Caspi decides from time to time to publish subject to their availability.

"Base Price"- the price of the product/s as determined by the provider in question, net of taxes.

"Currency"- the currency (US Dollar, Euro or NIS) in which the Client paid for the products purchased in the confirmed booking.

"Entrepreneurial Interval (Markup) of the Agent"- an amount the agent may add to the product price, beyond the Base Price and Caspi commission.

"Provider"- a company and/or person and/or business that provide the tourism products and services. It is clarified that Caspi is not considered to be a provider but merely a mediator.

"Caspi Commission"- an amount Caspi adds to the Base Price or an amount included in the Base Price, which the Provider defines as a Caspi commission (excluding overcharge commissions and/or bonuses Caspi will receive from the Provider).

"Exempted Parties"- means Caspi and/or any of its shareholders , directly and/or indirectly , and/or related company and/or affiliated company and/or subsidiary and/or other entities that are part of a joint venture and/or partners and/or other entities with material joint control and/or any of their shareholders, and/or Caspi managers and/or Caspi officers, as defined in the Companies Law, 5759-1999, and/or employees.

"Intellectual Property"- including rights in algorithms, binary code, trademarks, commercial methods, business plans, computer programs, computer software, concepts, Confidential Information, developments, Firmware (קיושחה), the composition of material or materials, certification marks, collective marks, copyrights, data, client lists, information, databases, designs, derivative works, discoveries, distributor lists, documents, domain names, file structures, formulas, goodwill, ideas, improvements, patterns (whether registered or not), information, innovations, inventions, integrated circuits, knowledge, logo, production data, integrated circuit topography, materials, methods, moral rights, machine language, original literary works, patents, patent registration applications, patent rights, without limiting the generality of the foregoing, including any continued application, applications for distribution, reproductions, reexaminations or extensions, programs, processes, technology which contains a property right, reputation, research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistic models, provider lists, systems, techniques, technology, trade secrets,

trademarks, trade names and business names, trade styles, contracts, technical information, utility models and any corresponding right to any of the foregoing.

"Voucher"- the agent's obligation to pay Caspi for TravelServices it has ordered for the Clients.

"Back Office Services"- (a) in the event that the authorization according to this agreement is a Terminal authorization and/or indirect internet authorization – ticketing, recovery of a booking which was not inserted, as much as possible, assistance in completing the payment process in respect of and tourism products and services.

(b) in the event that the authorization according to this agreement is a direct internet authorization – assistance in booking performance, recovery of a booking which was not inserted, as much as possible, ticketing, assistance in completing the payment process in respect of the tourism products and services.

CrazyLlama- As defined in the preamble of this agreement , including any information provided through the system and/or the documents attached thereof and/or emphasized thereof and/or which become an integral part thereof (such as: the terms of use in the search engine etc.), as well as any upgrade of and/or supplement to CrazyLlamawhich was delivered to the agent at all times.

Terms of Use

1. The use authorization is granted by Caspi, as a holder of license for the exclusive use of the software. The right is personal, time-limited, it may not be transferred and/or assigned and it is not exclusive nor unique.
2. One may install CrazyLlama only on websites fully owned by the agent.
3. Caspi will make a reasonable and commercial effort to provide technical support services in CrazyLlama and/or reasonable leveled Back Office

Services (hereinafter: "**Support and Maintenance Services**"). Caspi does not guarantee the continuity and/or the response time of the technical support services and/or the Back Offices Services and/or the option of work at CrazyLlama and/or lack of faults, and it reserves the right to terminate the operation of CrazyLlama without a prior notice for updating and/or handling of CrazyLlama .

4. The user undertakes to fill in and/or type and/or check in any form of CrazyLlama all the required details in a correct, full, complete and accurate manner, including but not limited to, the requested product information, the names of the Clients (as detailed in the Client's passport), passport numbers, requested dates, Markup of the Agent etc.
5. To produce a Voucher for any request to purchase products for a client, and to hand it over to Caspi at least one business day (which is not a rest day) prior to the Client's departure date.
6. Without producing a Voucher in CrazyLlama and submitting it to Caspi, Caspi will not handle and/or issue a hotel Voucher and the agent waives toward it on any claim and/or demand and/or suit, as much as it does not produce and/or commercialize a Voucher for Caspi.
7. Inserting the requested product details in CrazyLlama , and choosing the online payment option (i.e., typing the Client's credit card information and sending it by CrazyLlama) for the product, will entitle the agent or the Client, as the case may be, to the travel documents.
8. Each Voucher which was produced and delivered to Caspi, or making the payment online with respect to the requested product, is a request to purchase the hotiliery services only, and such a request is subject to the availability of the products, to the information provided by the Provider, to the terms of use of the search engine and to a final approval by the Provider (receiving a PNR booking number from the Provider) (hereinafter: the "**Booking**"). Only after obtaining a final booking confirmation from the Provider, subject to the terms of use of the search engine, will the Booking be considered a binding Booking (hereinafter: a "**Confirmed Booking**"), and the agent irrevocably and

unconditionally undertakes to honor and to make the payment for the products included in the Confirmed Booking.

9. For each Confirmed Booking, the payment in respect of which will be made by credit card, the Confirmed Booking amount will be added with credit card clearing commission, as follows: (1) clearing commission in a rate of 1.6% (in the event of Diners and American Express cards, the clearing commission rate will be 2.8%) of the gross amount of the Confirmed Booking paid by an Israeli credit card; and (2) clearing commission rate of 3% of the gross amount of the Confirmed Booking paid by a foreign credit card. It is clarified that the above clearing commissions may vary from time to time depending on changes in the policy of the credit **companies**.
10. After making the Booking a Confirmed Booking, and subject to the payment arrangements in the agreement, the Client shall be provided with the Client's travel documents, except for the cases set out below.
11. In the event that the Confirmed Booking is ordered directly by the Client through **CrazyLlama** which is installed on the website (i.e., inserting the Client's credit card information and sending them by **CrazyLlama**) - the travel documents will be delivered directly to the Client.
12. In the event that the payment arrangement between the agent and Caspi in respect of Bookings, is on the basis of a cash payment arrangement, then a condition for handing over the travel documents to the agent, is payment of the full cost of the Confirmed Booking, less the agent's commission and **Markup** of the Agent (as much as the agent adds a Markup of the Agent to the Voucher).
13. In case of cancellation and/or change of a Confirmed Booking, the Client will be required, in addition to the collection of cancellation and/or change fees by the Providers (if applicable), to pay processing fees in the amount of 30 units of the Currency in which the Confirmed Booking was paid, provided that it does not drop USD 30 per passenger. Such processing fees will be collected separately, in respect of each Client for whom a Booking was made and/or each passenger whose details are included in the Confirmed Booking, by Booking cancelations to be made

in accordance with the Consumer Protection Law, the cancellation fees will be as stated in this law.

14. In the event that the services were ordered by using Terminal permission and/or indirect internet permission, the agent shall be solely responsible for, and it undertakes: to make the Booking at CrazyLlamaproperly, fully and accurately, to follow on the Booking performance, including but not limited to, to check in the case of securing places before completing a Booking in practice (1) time limit for a Booking before submitting it to the Providers; (2) change/cancellation terms check, to detail for the Client all material information set out in the law regarding the transaction, including information about the TravelServices included in the Booking, such as: accommodation places and their ranking, the number of meals, the conditions under which the agent may cancel the transaction, the total price and the method of payment, possible dates and conditions for cancellation of the transaction and the rate of cancellation fees (if any), and more; to specify for the Client and to check the need for various equipment and transit documents, including but not limited to, to check the validity of the Client's passport, the existence of a transit certificate, the need for visas of entry into the destination countries (visas), insurance, medications etc.; to provide assistance to the Clients, including but not limited to, in the event of a change and/or cancellation of a Confirmed Booking, faults, delay in dates and various disruptions; to make sure that the Client provides sufficient amounts to cover the Confirmed Booking cost.
15. The agent discharges Caspi, and Caspi will not bear any liability toward it and/or toward its Clients for any loss, damage and/or expense of any kind whatsoever, to be caused to the agent and/or the Clients, including and without limitation, in connection with the foregoing, as well as in connection with the nature, quality, TravelServices and/or their delivery and/or non-delivery and/or cancellation and/or change of a Confirmed Booking.
16. In the event that the services are ordered through the use of direct internet authorization (the Client typed the requested product details in

CrazyLlama which is installed on the website, and chose to pay online with respect to the product), Caspi shall be solely responsible to make the Booking and/or to grant Back Office Services to Clients who carried out a Booking and the agent shall not bear any liability toward Caspi or toward the Client.

17. Caspi serves as a mediator between the Providers and the agent and/or the Clients, and therefore the warranty with respect to the nature, quality and/or provision of services, including faults, delay in times, various disruptions, faulty performance, is imposed exclusively on the Providers of all kinds - rather than on Caspi. Caspi has no obligation or liability toward the Clients by any law, including the Consumer Protection Law. To the extent that Clients have any such rights, they will be in force only against the Providers.
18. In the event of cancellation of such Booking by the Clients, out of a good will and ex gratia, Caspi will endeavor to assist (without obligation) the agent against the Providers, but it shall not be liable for any loss, damage and/or expense of any kind whatsoever to be caused to the agent and/or the Clients.
19. All information that is provided by Caspi through CrazyLlama , is extracted from provider databases and systems for the provision of Travel Services owned by third parties, and Caspi bears no liability for their accuracy and/or error included in them. Such information is provided to the agent through CrazyLlama unchanged, with the exception of an addition in respect of Caspi Commission, as much as such commission has been added.
20. In the event that a scribal error occurred in the description of the services presented at CrazyLlama , it will not bind Caspi; in such cases, Caspi may cancel the transaction at its sole discretion and make a refund for the agent or the Client in respect of the payment which was made, as much as made.
21. The agent undertakes not to make use and/or assist another to make use of CrazyLlama illegally or to make Bookings in bad faith; not to make use of CrazyLlamain a manner that harms Caspi and/or anyone on its behalf,

including Providers, Clients, advertisers and/or distributors which are in touch with it; Not to use and/or display any content and/or information received by it under this agreement, as part of any unwanted messages in wide distribution or unwanted commercial communications; Not to use a third-party application or software, which did not receive the approval of Caspi, for the purpose of logging in to and/or using **CrazyLlama** , nor to use any automated process or tool for logging in to and/or using **CrazyLlama** , if such logging in and/or using such a tool or procedure may interfere with the proper operation of **CrazyLlama** ; not to copy, store, create an archive, distribute, sell or create a database or information, in whole or in part, directly or indirectly, from the information or the data obtained from **CrazyLlama** , except in connection with passenger name records created by the agent in **CrazyLlama** , and to the extent necessary to the agent for the purpose of providing the services requested by the Clients; not to use any unauthorized mean, for the purpose of changing or rerouting, nor to attempt to change or to reroute, the information and/or the data transmitted and/or the **abilities of use of CrazyLlama** ; not to damage, disable, overburden, or impair **CrazyLlama** ; not to execute using **CrazyLlama** transactions which are speculative, duplicated, fictitious or those which are made solely for the purpose of earning monetary incentives from Caspi and/or the Providers.

22. Caspi may use various technological means to protect **CrazyLlama** and/or its Clients and/or to prevent you from breaching the provisions of this agreement, including but not limited to, by restricting the volume of queries performed by you via **CrazyLlama** .

23. No claim of the agent or a Client or any other person will be arisen against lack of knowledge of the above stated conditions and/or against their fulfillment, retrospectively, and Caspi reserves the right to determine at its sole discretion if the agent uses **CrazyLlama** under the terms of this agreement.

24. Confidentiality and Intellectual Property

The Agent undertakes to keep the Confidential Information and not transfer the Confidential Information to third parties and/or make use of it

in any form, directly and/or indirectly, and to cause any person on its behalf to comply with the obligation under this article. Notwithstanding the foregoing, the agent may disclose Confidential Information which it must disclose upon a request of a competent authority; however, in such a case, it will notify Caspi about this intention of it (insofar as there is no prohibition by law to give such notice) and it will allow Caspi, as far as practicable under the circumstances, to take steps to prevent the disclosure of the Confidential Information. Any right in the Intellectual Property, whether registered or not, and/or any other law in connection with CrazyLlama and the performance of the Bookings through CrazyLlama , belong solely to Caspi and they will remain such. The agent does not acquire any right in CrazyLlama and the performance of Bookings through CrazyLlama , and it will not use CrazyLlama in violation of this agreement either by itself or through others, including copying the software located at the CrazyLlama base.

25. The agent will avoid any alteration and/or conversion and/or dissolution of reverse engineering of CrazyLlama , in whole or in part.

26. Disclaimer

Caspi provides the agent with CrazyLlama and/or the information contained in CrazyLlama and/or technical support services and/or Back Office Services, as is and with all defects, and with no obligation on its part, and the agent discharges the Exempted Parties, from any warranty, term, representation and condition, express or implied, whether by law, ruling, custom or use or otherwise, in relation to the foregoing, including but not limited to, performance, completeness or the extent of accuracy of information, responses, results, professionalism of performance, lack of viruses or other malware and lack of negligence, security, non-infringement of third-party rights, integration, marketability, undisturbed enjoyment, satisfactory quality or adjustment for a specific purpose.

27. The Exempted Parties shall in no event be liable toward the agent for any loss, damage, claim or cost, of any kind and type, including any special, incidental, indirect or consequential damage (including but not limited to,

loss of income or profits, loss of use, loss of business opportunities, fines, losses, expenses, Confidential Information or other information diagnosed, interruption to business operation, corporal damages, damage to privacy, corruption, security failure, the existence of spyware viruses) to be caused to the agent and/or its Clients and/or any third party in connection with this agreement, thus even if Caspi is informed of the possibility of existence of such losses, damages, claims or costs. The restriction shall apply even in the event of a material or fundamental breach of this agreement or a fundamental or material breach of any of the terms of this agreement. In addition, the cumulative liability of Caspi in relation to this agreement will not exceed the usage fees paid by the agent to Caspi, in the month preceding the date of occurrence of the event that establishes for Caspi any liability in respect of any damage, thus regardless of the cause and/or reason and/or action that requires the compensation from Caspi and even if such limited remedy does not fulfill its essential purpose.

28. Indemnity

If the Exempted Parties will be demanded and/or obligated and/or required to pay and/or compensate any third party for injury, loss, monetary or another damage, resulting from an action and/or omission and/or negligence of the agent and/or anyone on its behalf and/or from the breach of the provisions of this agreement and/or the violation of any law, the agent commits to compensate and/or indemnify the Exempted Parties for any amount the Exempted Parties will be forced or required to pay for and/or due to the third party claim, including legal fees and/or attorney fees, immediately upon the first demand from Caspi.