

# Website Terms & Conditions

## 1. General

1.1. The websites [www.viamarisspa.com](http://www.viamarisspa.com) and [www.davidtower.co.il/spa](http://www.davidtower.co.il/spa) (hereinafter together: the "Website") are internet websites providing information about Via Maris Spa, located at the David Tower Hotel in Netanya (hereinafter: "Via Maris Spa"), and about the variety of products and/or services offered by Via Maris Spa. The Website is owned by Prima Hotels and Tourism Israel 1977 Ltd.

1.2. The provisions of these Terms & Conditions shall apply to any action performed by the "User" on the Website, as defined below, including the receipt of information (hereinafter: "Action").

1.3. Browsing the Website and/or performing actions on the Website constitutes the User's agreement to accept and act in accordance with the provisions of these Terms & Conditions. If you do not agree to any of the conditions of these Terms & Conditions, you are requested not to make any use of the Website.

1.4. Anyone performing an action on the Website declares that they are aware of and accept the Website's Terms & Conditions, and that they and/or anyone on their behalf shall have no claim and/or lawsuit against the Website's owners and/or operators and/or anyone on their behalf, except for claims related to the breach of the Website owners' and/or operators' obligations under these Terms & Conditions.

1.5. For the purposes of these Terms & Conditions, the definition of "User" — any person, including a company, who is permitted to use the Website, including to perform actions through the Website where such an option exists, all subject to fulfillment of the following cumulative conditions:

- 1.5.1. The User is competent to perform legally binding actions. If the User is a minor (under the age of 18) or is not entitled to perform legal actions without the approval of a guardian, they must inform their parents and/or legal guardians of the provisions of these Terms & Conditions and obtain their approval for any activity of any kind on the Website.
- 1.5.2. The User holds an active email address on the internet.

## 2. General Terms

2.1. It is hereby clarified that the management of Via Maris Spa may, at its sole discretion, discontinue and/or suspend the operation of the Website at any time and without prior notice.

2.2. Via Maris Spa reserves the right to deny access to the Website and/or the ability to perform actions on the Website and/or to cancel the participation of a User whose conduct is inappropriate or incompatible with the Terms of Use, or who attempts to harm the management and proper operation of the Website or the Company.

2.3. The content of these Terms & Conditions refers equally to both genders; the use of masculine language is for 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 periodically change the structure of the Website, its content, appearance, terms of use, the scope and availability of services offered therein, and any other aspect related to the Website and its operation, all without the need to notify the User in advance.

2.5. Via Maris Spa does everything within its ability to ensure that the information displayed on the Website is correct and accurate at all times, as far as possible, but is not responsible for ensuring that the information on the Website is complete, whole, and up to date at any given moment with respect to any of the details included therein. If the User wishes to verify any information, they are invited to contact the Service Center at email: [divur@prima.co.il](mailto:divur@prima.co.il) or by phone: 03-5212500.

2.6. Chapter headings are provided for the User's convenience and orientation only and shall not serve in the interpretation of these 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 actions, including the following services:

- 3.1.1. Browsing and reviewing various content.
- 3.1.2. It is hereby clarified that Via Maris Spa does not undertake that all content and/or services on the Website will be provided and/or provided continuously and regularly on the Website. The Company shall be entitled to change (including expand or reduce) the list of content and/or services available on the Website, at its sole discretion and without any notice.

3.2. It is clarified that Via Maris Spa is entitled to choose, reject and/or not upload to the Website and/or hide from its Facebook and Instagram pages any response and/or feedback and/or image and/or content (hereinafter: "the Content"), which in its sole and absolute discretion may harm the reputation of the Company and/or anyone on its behalf and/or the public's feelings, and/or is of a vulgar/suicidal or sexually or otherwise offensive nature, and/or which may cause the infringement of any property rights, and/or which is contrary to any law, and/or for any other reason.

3.3. Every user of the services offered on the Website and on Via Maris Spa's social media pages hereby declares and confirms that they grant Via Maris Spa full and exclusive rights of use in the content they have uploaded, and confirms and undertakes that Via Maris Spa shall be entitled to use their name and/or image in connection with any publication and/or presentation of the Content on the Website and/or on social media, without any payment.

3.4. This right of Via Maris Spa shall be preserved without time limitation. Furthermore, the User of the services confirms that they are aware that from the moment feedback and/or responses, sharing, tagging and uploading of content of any kind to the Website and/or to

social media are published, such actions will be exposed to the public, with all that this implies, and the User confirms that they have taken this into account in their decision to use these services.

3.5. The User confirms that Via Maris Spa has a reputation in its field of activity, and that they must refrain from any harm to the reputation of Via Maris Spa, including refraining from any activity on the Website that may damage the good name of Via Maris Spa in the eyes of the public. In this context, the participant undertakes not to act in a manner that could harm the Company's reputation as stated.

#### **4. Information on the Website**

4.1. The Website details, among other things, treatments and products available at the Spa. Via Maris Spa shall be entitled to update the treatment and product menu from time to time, add or remove details, update information on the page, remove out-of-stock products, and update and/or change item prices from time to time.

4.2. In the event that an item (treatment and/or product) is out of stock and/or there is a supply problem for any reason, Via Maris Spa shall be entitled to notify the User who contacts them in the manner specified on the Website to place an order that the product/treatment cannot be supplied. In such a case, the User shall have no claim whatsoever against Via Maris Spa, and by placing the order, the User waives any such claim.

4.3. Via Maris Spa reserves the right to limit the quantity of "items" in each order.

4.4. Prices published on the Website are in New Israeli Shekels and include VAT according to the rate applicable on the day of payment by law, unless otherwise explicitly stated.

4.5. Please note: knowingly providing false details when filling in contact information may be considered a criminal offense. Civil and criminal legal proceedings may be taken against those who submit false details, including tort claims for damages caused to Via Maris Spa as a result of disrupting the operation of the Website.

4.6. Furthermore, information provided by the User on the Website will be used, among other things, to send emails regarding special promotions or updates on the Website, but only after receiving the User's consent. The User hereby authorizes Via Maris Spa to send them newsletters, messages and promotional materials regarding information relating to Via Maris Spa, including its products, promotions, etc., whereby this consent is given subject to the User being able to withdraw it at any time by clicking the "Remove" link on the Website or by contacting [divur@prima.co.il](mailto:divur@prima.co.il). In the case of contact to the aforementioned email address, removal will be carried out 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 nature of information from third parties.

4.8. To the extent that links to other websites (hereinafter: "Linked Sites") are found on the Website, these are links intended for the User's convenience and for this purpose only. Via

Maris Spa is not responsible for the links and/or the Linked Sites and/or the information appearing therein, their validity, accuracy and legality. Any use and/or access to the links and/or Linked Sites is entirely at the User's own risk.

4.9. All images on the Website are for illustration purposes only. Since images are displayed on the User's computer screen and/or printed by the User from the computer screen, there may be differences and variations 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 its owners and/or its managers and/or its employees and/or any of them or anyone on their behalf, shall bear no responsibility for the server through which the Website operates, including that the said server will be free of viruses and/or other components that may damage the User's personal computer while browsing the Website and/or any other use of the Website, and the User shall have no claim and/or lawsuit and/or demand against the Company and/or any of the Website's operators and/or any of its owners and/or any of its managers and/or employees and/or anyone on their behalf in connection with such damages, should they occur.

## **5. Placing an Order**

5.1. To place an order, the User may fill in contact details in the designated field on the Website, or contact us in one of the ways listed under the 'Contact Us' link: by phone at 09-8800084, via WhatsApp at 052-6890118, or by email at [office@viamarisspa.com](mailto:office@viamarisspa.com).

5.2. Leaving contact details does not constitute placing an order.

## **6. Cancellation by Via Maris Spa**

6.1. Via Maris Spa reserves the right to terminate a User's activity on the Website at any time, at its sole discretion, including but not limited to any of the following cases:

- 6.1.1. In any case where an action was performed in violation of these Terms & Conditions.
- 6.1.2. The User performed an illegal act and/or violated the provisions of the law.
- 6.1.3. The User provided incorrect details during and/or after a purchase transaction.
- 6.1.4. The User performed an act or omission that could harm 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, supply products to the User, and/or fulfill any other commitment. In this section, "force majeure" means: including computer malfunctions, telephone system failures or failures in other communication systems, any sabotage, and security incidents. In such circumstances, Via Maris Spa may cancel the transaction or offer the User an equivalent alternative item, at its discretion and in accordance with the circumstances of the cancellation.

In any of the above cases, Via Maris Spa shall not be responsible and shall not bear, in any case, any direct, indirect, consequential or special damage caused to the User or to a third

party, including but not limited to damage arising from purchasing 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, malfunctions, communication problems, display of a product at an incorrect price, incorrect product specifications, and more may occur. In any case of dispute regarding the price/specifications of a product, the binding price and specifications shall be those appearing at the Via Maris Spa checkout.

## **7. Liability, Security and Privacy**

7.1. Via Maris Spa and/or anyone on its behalf take customary precautionary measures to maintain, as far as possible, the confidentiality of the information. The User's personal details (name, email address, 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 liable for any damage of any kind, direct or indirect, caused to the User or anyone on their behalf, if any information they provided is lost or reaches a hostile party and/or is used without authorization.

7.3. Via Maris Spa shall be entitled to transfer the User's personal details to a third party in cases where the User performed an act or omission that harms and/or may harm Via Maris Spa and/or any third parties, where the User used Via Maris Spa's services to perform an illegal act, where a court order has been received by Via Maris Spa requiring it to provide User details to a third party, and in any dispute or legal proceeding.

7.4. Furthermore, Via Maris Spa may use the User's personal details, without identifying the specific User, for the purpose of statistical analysis and its presentation and/or transfer to other parties.

## **8. Governing Law and Jurisdiction**

The law applicable to these Terms & Conditions and/or to any action and/or dispute arising therefrom is Israeli law only. In any case of dispute, exclusive jurisdiction to hear any dispute arising, directly or indirectly, from the provisions of these Terms & Conditions and/or from the use and/or purchases on the Website — shall lie with the courts (Magistrate or District) of Tel Aviv-Jaffa, and not with any other court or judicial instance.

## **9. Intellectual Property**

9.1. The User may use this Website solely for the purpose of receiving information, and to the extent possible, for the purpose of ordering services. For the avoidance of doubt, it is hereby clarified that any use of the Website other than as described in these Terms & Conditions is prohibited, and the Company reserves all its rights in this regard. It is clarified that unlawful use of this Website and/or the information appearing therein infringes copyrights or other related laws.

9.2. All intellectual property rights in all content on the Via Maris Spa website, including trademarks, patents, copyrights, designs, methods and trade secrets, are the sole property

of Via Maris Spa. These rights apply, among other things, to the graphic design of the Via Maris Spa website, the databases therein (including product/service lists, service descriptions, etc.), the website's computer code, and any other detail related to its operation.

9.3. No commercial use may be made of the data published on the Via Maris Spa website, its database, the lists and images of services appearing therein, or other details published by and/or on behalf of Via Maris Spa without obtaining Via Maris Spa's prior written consent. No data published on the Via Maris Spa website may be used for the purpose of displaying them on another website or service contrary to the provisions of the agreement and/or without obtaining Via Maris Spa's prior written consent and subject to the conditions of such consent (if and when granted).

9.4. In the above context, it is prohibited to collect data from the Website by software and/or to distribute such data publicly in a commercial manner or within a commercial framework.

9.5. No information from the Website may be duplicated, copied, sold, distributed, marketed or translated, including trademarks, images, texts and computer code, without obtaining the express prior written permission of Via Maris Spa.

9.6. The Website may not be displayed in a design or graphical interface different from that designed by Via Maris Spa, except with 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), and similar — are all the sole property of Via Maris Spa and/or the Prima network. They may not be used without prior written authorization. Icons, any information and/or displays appearing on the Website, including graphics, design, verbal presentations, trademarks, logos, and their arrangement and presentation, are the exclusive property of Via Maris Spa and/or the Prima network and/or anyone on their behalf. The content appearing on the Website may not be copied, duplicated, distributed, published or used by any means unless Via Maris Spa has given its consent in writing and in advance.

## **10. Customer Service**

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