Terms and Conditions

*Scroll down for Melton Seminar terms (at the bottom of the page)

The following terms and conditions are in place to ensure that your trip will be worry-free and with full transparency regarding the company's pricing, cancellation, and other policies.

Throughout this document "we" refers to Via Sabra Ltd./Israel4All Ltd., and "you" refers to any person who purchases or participates in a Via Sabra or Israel4All experience.

A binding contract is only entered after we have received payment from you, in cleared funds, of either the required deposit or the full experience price (depending on when the booking is made relative to the intended experience start date). By making a payment to Via Sabra/Israel4All you agree to the terms and conditions below and any additional documentation you may receive from us (collectively "The Agreement"), including any additional terms and conditions from our suppliers which may be applicable to your trip. Throughout the Agreement we refer to "Services". "Services" refers to the private or group tours, and all other services provided as part of the tours (including, among others, transportation and accommodation services, guide, activities, and use of website). Throughout the Agreement the terms "trip" and "tour" are used interchangeably.

If you have any questions regarding "The Agreement" please contact us directly

General Conditions; Client Responsibilities

- 1. Touring services may include:
 - meeting/assistance upon arrival;
 - transportation services;
 - o the presence of a local, English-speaking, certified tour guide on certain days;
 - o the presence of one or more of our staff members on certain days;
 - all tour coordination services:
 - all entrance fees to national parks, museums, and visitor centers, and any other sites, as listed on the itinerary;
 - Meals as listed in the itinerary;
 - o specified activities and attractions as listed in the itinerary.

ALL INCLUDED SERVICES WILL BE AS LISTED ON THE ITINERARY OR AS OTHERWISE AGREED TO BY THE PARTIES.

- 2. Touring services do not include (unless otherwise indicated/agreed):
 - international flights;
 - any expenses of a personal nature;
 - o gratuities for guides or drivers;
 - o gratuities for meals when on your own;
 - o spa treatments or spa packages;
 - travel insurance;
 - o any activities in which you choose to participate during your free time.
- 3. You agree that we may use service providers (drivers, tour guides, hotels) to provide you with the Services. You are solely responsible for your communications and/or interactions and/or meetings with other third-party service providers, users, and/or the operator(s) resulting from your use of the Services and you shall take all reasonable precautions in such communications, interactions and/or meetings. We will not be liable for any negligent or willful act or failure to act of any such service providers, and you agree to seek remedy directly and only against those service providers, as more fully set forth below.
- 4. Occasionally, Via Sabra/Israel4All will make use of photographs and/or video which was taken during the trip, either by professional photographers, staff or fellow travelers, for social media, print and other promotional purposes. If you prefer that your image is not used in this way, please let us know. If you did not notify us and subsequently noticed a photo of yourself, please notify us. When/where possible, the photo will be removed.
- 5. You are required to comply with any health regulations (including COVID-19 regulations) applicable in the place in which the Services are to be provided.
- 6. You must inform us of any medical/health circumstances that may restrict your physical ability.
- 7. Passengers wishing to make reservations for pre- and/or post-trip extensions through Via Sabra/Israel4All are welcome to do so. All terms and conditions in this Agreement shall apply for any such reservation, as applicable.

Payments

Via Sabra/Israel4All reserves the right to amend initial deposits, payment terms and cancellation policy. Via Sabra/Israel4All will provide notice should these policies change.

- 1. If the start date of the trip being booked is more than two months in the future, a non-refundable deposit are payable upon reservation.
- 2. The payment balance for all trips is due 45 days before departure.

- 3. If the start date of the trip being booked is less than two months in the future, full payment is due upon reservation.
- 4. Payment can be made either via an international bank transfer or a credit card via a separate secure link in USD only.
- 5. For trips costing more than \$4,000 per person, a discount of \$100 per booking will be applicable to the final payment when the final payment is made via a bank transfer. If you choose to pay by bank transfer, all bank and transfer charges are assumed by you.
- 6. If you book a seminar less than 7 days in advance of the time when the experience is due to take place, payment by credit card will be the only acceptable form of payment.
- 7. The price of a tour is based on the USD/ILS exchange rate listed on the date the proposal is provided. Via Sabra/Israel4All reserves the right to amend the price of the tour should the US Dollar devalue by 5% or more between the date of the proposal and the tour date.
- 8. All payment is made by you through your financial institution or, if payment by credit card, a processing payment company. The processing payment company is an independent contractor and has no employment or agency relationship with us. We are not responsible in any way for the actions or performance of the processing payment company. It is your responsibility to abide by all the terms specified by the processing payment company in their terms of use and privacy policies. You acknowledge that you are fully assuming the risks of conducting any transactions via your financial institution or a processing payment company.
- 9. Reservations can only be confirmed once the non-refundable deposit has been paid. We are not liable for any claims with regards to such payment, and you waive all claims you may have towards us with regards to any payment matters and/or any refund.

Cancellation Policies

Cancellation by You

You may cancel your trip with Via Sabra/Israel4All at any time, subject to the cancellation terms set out below:

- 1. Initial bookings made on the website can be cancelled within 48 hours, with a full refund.
- 2. All cancellations must be made in writing.
- 3. For cancellations made:

- Up to 45 days prior to departure, any payments above the deposit towards the trip will be refunded. The deposit is non-refundable.
- 45-30 days prior to departure, 50% of the total tour cost per person will be refunded.
- 29-8 days prior to departure, 25% of the total tour cost per person will be refunded.
- o 7-0 days prior to departure, the client will incur 100% of the cost of the tour.
- 4. Notwithstanding the foregoing, with respect to cancellations made as a result of force majeure circumstances, or due to Israel-imposed governmental or air flight restrictions, including those related to COVID-19, either funds on deposit can be applied to a future trip or you can receive a refund, less \$200 per person which is a non-refundable processing fee.
- 5. The cancellation policies are applicable to guaranteed departures, FIT (non-group) and group bookings.
- 6. Should members of a group booking cancel their participation, their deposits cannot be applied to the balance due from other group members.
- 7. Refunds (if applicable) for airline ticket cancellations (for flights booked by us) will be processed as stipulated by the airline's policy. We advise you to review such policies.
- 8. No refunds will be given for any unused portions of any part of a trip (including if you decide to leave during the trip). You are advised to inform us of any complaints before the end of your stay to provide us a chance to remedy such problems.

Cancellation by Via Sabra/Israel4All

You hereby acknowledge that a booked tour may be cancelled, amended, or delayed due to circumstances which are not under our control (including force majeure events which prevent us from operating the tour). In such cases, we will make our best efforts to inform you in advance of such changes and make every attempt to minimize the impact of such cancellations, changes or delays on the costs, schedule, and your general services experience.

Any cancellation by Via Sabra/Israel4All will be subject to the cancellation terms set forth below:

1. Via Sabra/Israel4All reserves the right to cancel or reschedule any group trip for any reason. Except in the case of extreme circumstances detailed below, we will offer alternative arrangements.

- 2. Via Sabra/Israel4All shall not be responsible for any of the additional costs for air tickets or other travel arrangements not made by us.
- 3. Via Sabra/Israel4All operates a number of group trips that are based on a minimum number of participants. Should the minimum threshold not be reached and the trip cancelled, participants will be notified 45 days prior to the trip's start date.
- 4. In the event of cancellation by Via Sabra/Israel4All, all efforts will be made to issue refunds, minus a \$200 processing fee. Alternatively, the full amount could be used for a future trip/seminar.

All cancellation requests must be made in writing.

Service Providers

You agree that we may use service providers (drivers, tour guides, hotels, other providers of activities) to provide you with the Services. You are solely responsible for your communications and/or interactions and/or meetings with other third-party service providers, users, and/or the operator(s) resulting from your use of the Services, and you shall take all reasonable precautions in such communications, interactions and/or meetings. We will not be liable for any negligent or willful act or failure to act of any such service providers, and you agree to seek remedy directly and only against those service providers. Under no circumstances shall Via Sabra/Israel4All be liable for the services provided by third party providers. The services are provided on "as available" basis. You acknowledge and agree to waive and hold Via Sabra/Israel4All harmless for any and all claims, damages (including special and consequential damages), costs, expenses, proprietary or personal injury (including death), or any other compensation of any kind whatsoever against Via Sabra/Israel4All, that arise directly or indirectly with respect to your travel experience.

Via Sabra/Israel4All assumes no responsibility for any inconvenience or damage caused to you due to failure to comply with airlines or local laws or regulations, and the obligations under this Agreement. No liability for loss, damage or expenses will be assumed by Via Sabra/Israel4All where it is your fault, or due to the actions of a third party, or due to unusual or unforeseeable circumstances or events which Via Sabra/Israel4All, its representatives or vendors could not have anticipated or prevent with reasonable care.

By signing this Agreement, you acknowledge that neither Via Sabra/Israel4All nor its owners, directors and employees shall be liable or responsible for any negligent or

willful act or failure to act of any third party, such as operators of aircraft, trains, motor-coaches, private cars, rentals, boats, ships or any other conveyance, hotels, restaurants, tour guides, sightseeing experiences, local ground handling, outdoor activity organizers etc. supplying any goods or services to the tour. While Via Sabra/Israel4All endeavors to use service providers with acceptable standards, it neither owns nor operates such third-party suppliers and is not the actual provider of these services.

You agree to seek remedies directly and only against those third parties and not hold Via Sabra/Israel4All responsible for their acts or omissions. Via Sabra/Israel4All is not responsible for any negligent or willful acts of others or for acts of God or Force Majeure, weather emergencies, breakdown, or failure of mechanical equipment, government actions, natural disaster, pandemic, inclement weather, sickness, attacks by animals, availability of medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs regulations, epidemics, strikes, hotel overbooking, safety and/or security standards at hotels or other accommodations, any problems or injuries whatsoever arising from your consumption of alcoholic beverages or illegal drugs or for any other reason beyond the reasonable control of Via Sabra/Israel4All.

Amendments

- 1. FIT (non-group) bookings: EXTRA BOOKINGS AND EXTENSIONS
 - Requests for change of dates received at least 21 days in advance of the start date of the experience only will be considered. Accommodation of these requests will be made under the following conditions:
 - Subject to availability
 - The payment of an administration fee of \$250 per person
 - Full payment of any additional costs caused by the change of dates prior to travel
 - If alternate dates are not available, the cancellation terms outlined above will apply
 - A change of date requested with less than 21 days' notice will be treated as a cancellation.

Insurance

1. It is a condition of your booking through Via Sabra/Israel4All, as well as the State of Israel, that you obtain travel health insurance which includes coverage for COVID-19. Proof of such insurance shall be provided upon request. Via

Sabra/Israel4All shall not be liable for any costs associated with your failure to procure sufficient or appropriate insurance.

- 2. If your itinerary includes extreme activities such as jeep rides, scuba diving, helicopter rides, hot air balloon rides, rappelling, cycling, hiking, kayaking, water skiing, or any other similar activities, you must ensure that your travel insurance specifically covers such activities.
- 3. Please consult with your insurance provider regarding land, air and health insurance options or contact <u>Travel Insured</u>.

Health

- 1. Booking is made on the understanding that you are in good health and that the physical and mental demands of the tour are within your capacity. If you are affected by any condition, medical or otherwise, that might affect you or another traveler's enjoyment of the tour or the ability to participate in the activities planned, you must advise Via Sabra/Israel4All or the tour leader of this, at the time of Booking or the earliest time that you are aware and affected by this condition, before or during the tour. Via Sabra/Israel4All reserves the right to request doctor's certificate stating your medical conditions and fitness to participate in the tour. By signing this Agreement, you hereby authorize any possible medical treatment reasonably necessary for any injury which you incur while participating in this tour.
- 2. If you are prevented or limited, due to health reasons, both physically and mentally (e.g., allergies, sensitivities, etc.), from engaging or being exposed to certain foods, materials, conditions or activities, you are responsible to acknowledge so and provide the detailed written instructions regarding such conditions or other needs, at the earliest time you are aware of this limitation.
- 3. It is at the sole discretion of Via Sabra/Israel4All, based on its knowledge and expertise, to decide whether you will be able to participate in the tour or certain activities.
- 4. While Via Sabra/Israel4All will share any and all allergies or other conditions with its relevant vendors and activity providers, it is your sole responsibility to carry and have handy the applicable medications you may need, and to notify any activity provider, before the activity begins, about allergies or special conditions.
- 5. When it comes to food allergies, it is your sole responsibility (or the guardian in case of a minor or individual under your care) to verify with the person in charge of food preparation that the food meets your needs and restrictions prior to each meal.

- 6. You are aware that Via Sabra/Israel4All is not responsible under any circumstances for physical or mental reactions or any consequences due to any kind of allergies, food, health condition or otherwise.
- 7. COVID-19 or other related health restrictions and protocols:
 - It is both Via Sabra/Israel4All and your responsibility to comply with all COVID-19 or other related regulations, restrictions and protocols during the tour.
 - O Under no circumstances will Via Sabra/Israel4All be held accountable should you become infected by the virus, or be required to quarantine for any reason before, during, or after the tour (including a guardian in the case of a minor or individuals under care), and no refunds and/or compensation will be provided.

Liability

- 1. Via Sabra/Israel4All is not responsible for loss or injury to any of your belongings or the belongings of anyone travelling in Israel pursuant to a Via Sabra/Israel4All booking, nor for any injury or death to any person travelling in Israel pursuant to a Via Sabra/Israel4All booking.
- 2. Via Sabra/Israel4All is not responsible for any illness that may be contracted during the course of travel, including but not limited to contracting COVID-19.
- 3. Where Via Sabra/Israel4All uses a third-party provider to provide any element of your Israel experience, the third party, and not Via Sabra/Israel4All, is liable for their own actions and omissions.
- 4. You are responsible for any and all food or drink you consume. You are responsible to provide full details as to any allergy or aversion to us and to any service providers at the time of service. We have no responsibility and make no guarantee that any food or drink provided by service providers will meet any allergy requirement. That said, we will make every effort to ensure that all service providers are aware of any limitations, allergies or aversions.
- 5. Your personal valuable belongings should not be left on vehicles. We take no responsibility for items lost, stolen, or damaged.
- 6. We will not be responsible for your arrival to, or entry into Israel. It is your responsibility to check that you have the correct travel documents (including passports and visas) and health conditions to travel to Israel. We will not accept liability if you or any member of your party is refused entry into Israel or the Palestinian Territories, or if you are denied boarding onto a carrier travelling to Israel, due to failure on your part to carry correct documentation or to comply with relevant health requirements. Moreover, entry into Israel and the Palestinian Territories is always subject to security clearance at the port of departure and the point of entry. We will not be responsible for any person travelling to Israel who

is denied entry for security reasons. Should you or any member of your party be denied boarding onto a carrier or entry into Israel for any reason, we will not be able to refund any part of payments made to us. Likewise, travel out of Israel is subject to security clearance and we will not be responsible for delays, missed flights or other loss caused by security procedures at any port of departure from Israel.

- 7. Please note that the purchase of VIP services for entry or exit at the airport does not bypass the security clearance process at the airport.
- 8. Due to the COVID-19 pandemic, the State of Israel may have specific requirements including, but not limited to, proof of a negative COVID-19 test, vaccination, serology testing, and health insurance. You hereby agree to comply with any and all such requirements. Via Sabra/Israel4All shall not be liable for any failure of compliance.
- 9. Compensation will not be payable in any cases where an amendment, change or cancellation is due to an unusual or unforeseeable event or circumstance beyond our reasonable control ('Force Majeure') or Act of God, including but not limited to fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, or any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism (actual or threatened), war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Via Sabra/Israel4All that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions.
- 10.In the case of a Force Majeure occurrence, Via Sabra/Israel4All reserves the right to issue a credit in lieu of a money-back refund, to be applied to a future trip.

VAT for Israeli Citizens

- 1. The prices of our trips are exclusive of the 17% VAT, as foreigners are not required to pay VAT for transportation and accommodation.
- 2. Israeli citizens are not exempt from VAT, even if they are citizens of another country.

- 3. If you are a holder of Israeli citizenship, please advise us and we will add VAT to the cost of your hotel.
- 4. Hotels may request proof that you are not an Israeli citizen. Therefore, it is essential to keep the blue entry slip that is issued upon arrival at the airport as this is the proof needed to verify your nationality. If you do not retain the blue entry slip, you may be required to pay VAT regardless of your citizenship.

Passports & Visas

- 1. It is the responsibility of all travelers to ensure that they have the correct travel documentation and visas required for travel.
- 2. Passports need to be valid for at least 6 months after the return date.
- 3. Hotels require the passport number and expiration date for all travelers on the reservation in order to verify your identity on check in.
- 4. Via Sabra/Israel4All collects this information via a secure online form, and it is stored on a secure server until 6 months after the trip, at which point it is permanently deleted.
- 5. Names on the invoices should be exactly the same as in the passport.

Room Sharing

- 1. On some of the group trips, the option for a single traveler to be assigned a roommate may be available. Please request this option upon booking.
- 2. If there are no other single travelers seeking a roommate, you will be responsible for the single supplement.

Hotels

- 1. Any quote provided is not based on confirmed hotel availability, only availability at the time of request. Final confirmation of hotel availability and costs will be made upon acceptance of the proposal and full payment of deposit. Hotels are subject to change for equivalent options based on availability.
- 2. Via Sabra/Israel4All reserves the right to change the hotels with hotels of equal standard at any point of time. No refunds will be made for differences between hotel prices and you will be responsible for additional costs, if any.
- 3. All special requests such as bed types, room selection etc., are subject to availability and are at the discretion of the hotel management. We will do our best to communicate all requests to the hotel prior to arrival.
- 4. The standard hotel room in Israel is generally smaller than in the US, comfortably accommodating two people in either one queen-size bed or two single beds.

- Some hotels offer triple rooms consisting of standard twin beds plus a sofa/folding bed or cot for the third person.
- 5. On Sunday through Fridays check-in time is around 3PM. On a Saturday check-in is an hour after sunset (the end of Shabbat). This time changes depending on the season. However, it is important to note that on a Saturday check-in will be at night.
- 6. Check-out is generally before noon, all days of the week.
- 7. Please take into consideration the check-in/check-out times when scheduling your flights. If needed, we can attempt to book early check-in / late check-out for an additional cost.

Traveler Conduct

- 1. Via Sabra/Israel4All reserves the right to expel any traveler who is deemed disruptive to or abusive of others in the group, Via Sabra/Israel4All personnel, or service providers.
- 2. Should a guest be expelled for disruptive or abusive behavior, no refund will be given and all costs will be incurred by the traveler.

Website - Use and Content

General

- 1. By using or attempting to use the Website, you certify that you are of age to legally contract, and you acknowledge that you have read, fully understood, and agree to be bound by this Agreement, as may be amended from time to time at our sole discretion. If you do not meet these requirements or if, for any reason, you do not agree with the terms and conditions contained in this Agreement, please cease use of the Website immediately.
- 2. By providing us with your email address, you agree to receive all required notices electronically, to that email address. From time to time, we may use this email address to send you notifications about updates and improvements, our news and events, as well as other marketing materials.

Representations and Warranties

In order to use our Website, you represent and warrant that: (a) you provide true, accurate, and complete information about yourself when required; (b) you maintain and will promptly update us to keep the information true, accurate, current, and complete; (c) you own or have the necessary licenses, rights, and consents to authorize us to use

the Client Content, and you hereby grant us a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Client Content in conformity with this Agreement in connection with the Services; (d) your use of the Services does not violate any applicable law or regulation; (e) you may not authorize any third party to access or use the Website on your behalf; and (f) you are not permitted, nor may you allow any third party to copy, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Website, or any portion thereof.

General Restrictions

You may not (and you may not permit any third party to), unless otherwise explicitly permitted under this Agreement: (a) use the Services for any illegal, immoral, unlawful and/or unauthorized purposes; (b) post any unauthorized or illegal content customarily referred as being prohibited; (c) use the Services for non-personal or commercial purposes without our express prior written consent; (d) remove or disassociate from the Website Content any restrictions and signs indicating our proprietary rights or of our licensors, including but not limited to any proprietary notices contained in such materials, and you represent and warrant that you will abide by all applicable laws in this respect; (e) interfere with or violate other Clients' rights to privacy and other rights, or harvest or collect personally identifiable information about Clients without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use any other manual or automatic device, process or method to access the Services and retrieve, index and/or data-mine information; (f) interfere with or disrupt the operation of the Services or the servers or networks that host the Services, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (g) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that we endorse you, your site, your business or any statement you make, or present false or inaccurate information about the Services; (h) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (i) bypass any measures we may use to prevent or restrict access to the Services; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use of, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to our proprietary rights, in any way or by any means, unless expressly permitted in the Agreement and/or under any applicable laws which expressly permits such actions; (k) frame or mirror any part of the Website without our prior express written authorization; (l) create a database by systematically

downloading and storing all or any of the Content from the Website; (m) transmit, or otherwise make available in connection with the Services, any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (n) use the Services for any purpose for which the Services are not intended and/or (o) infringe and/or violate this Agreement.

Disclaimer

We make no endorsement, guarantee, representation, or warranty of any kind with regards to the Website Content, the Client Content, or any other third-party content which may be available using the Services, and you expressly relieve us from all liability arising from your use of any of the Content and any content of a third party. We will not be liable for any damages or losses related to your use of the Services, and we will not become involved in disputes between Clients, or between Clients and any third party relating to the use of the Services.

Proprietary Rights

It is agreed that the Services, trademarks, service marks, and logos contained therein, are owned by or licensed to us subject to copyright and other intellectual property rights under the law. We hereby grant you a limited, revocable, non-sublicensable right to use the Services (excluding any software code) solely for your personal use.

Availability

The Website's availability and functionality depends on various factors, such as communication networks. We do not warrant or guarantee that the Website will always operate and/or be available at all times without disruption or interruption, be error-free, or be immune from unauthorized access.

Disclaimer of Warranties and Limitations on Liability

No Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND WE DISCLAIM ALL WARRANTIES.

No Liability for Damages

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOST OF BUSINESS OR OF OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE SERVICES, INCLUDING ANY PARTICIPATION IN ANY TOUR, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN NO INSTANCE WILL OUR CUMULATIVE LIABILITY EXCEED THE HIGHER OF THE AMOUNT PAID BY YOU TO US OVER THE PREVIOUS 12 MONTHS AND USD 1,000 DOLLARS.

Abbreviation of Statute of Limitations

You agree that any cause of action arising out of, or related to, the use of the Services must commence within one (1) year after the cause of action occurs. Otherwise, such cause of action is permanently barred. The provisions of this Section shall be deemed as a separate agreement regarding the shortening of the statutory period of limitations under Section 19 of the Israeli Statute of Limitations, 1958.

Feedback

You have no obligation to give us any suggestions, ideas, enhancement requests, recommendations, comments, or other feedback ("Feedback") relating to the Services. To the extent we receive any Feedback from you, we may use and include any such Feedback to improve the Services or for any other purpose. Accordingly, you hereby irrevocably, exclusively, and on a royalty-free basis, assign all such Feedback to us and our affiliates, licensees, clients, partners, third-party providers and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback as it deems fit.

Indemnification

You agree to defend, indemnify, and hold us, our subsidiaries, affiliates, officers, directors, employees, licensors, and agents, harmless from and against any claims, demands, liabilities, damages, losses, and expenses, including, without limitation, attorney's fees and costs arising out of, or in any way connected with, (i) your access to or use of the Website; (ii) your violation of any term of this Agreement (including negligent or wrongful conduct); (iii) your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or

privacy right; (iv) any data collected using the Website, or (v) your use of the Content. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and, in such case, you will cooperate with all reasonable requests in assisting our defense of any such matter. You may not settle any claim for which we are entitled to indemnification hereunder without our prior written consent.

Miscellaneous

This Agreement will be governed by and construed in accordance with Israeli law without regard to conflict of law principles. Any disputes relating to this Agreement and the use of the Services will be subject to the exclusive jurisdiction of the courts of Tel Aviv. If any of the terms or conditions of this Agreement are deemed invalid or unenforceable for any reason (including, but not limited to, the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from this Agreement and the remaining terms will continue to apply. If any provision of this Agreement is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This Agreement is the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. No purchase order or other form submitted by you will modify, supersede, add to, or in any way vary this Agreement, unless specifically set forth therein. Our failure to enforce any right or provision of this Agreement, or failure to exercise any option to terminate, will not be deemed a waiver of such right or provision and shall not affect the validity of this Agreement or any part thereof, or the right thereafter to enforce each and every provision. Any waiver of any provision of any term in this Agreement will be effective only if in writing. Any notice or other communication to be given hereunder will be in writing and given (i) by us via email (in each case to the address that you provide), or (ii) by Client via email to [info@viasabra.com] or to such other addresses as we may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

Terms and Conditions for Melton Travel Seminars

1. Group rates are per person based on double occupancy and a minimum of 15 fully paying participants per bus. Should the number of participants drop below the minimum listed above, we may adjust the cost of the trip to reflect the additional expense of operating the program.

- 2. Tour prices are per person in U.S. dollars. All hotel accommodations, motor coach transportation, special dinners, sightseeing, admissions, luggage handling and the services of local guides, drivers, and the tour guide/educator are included.
- 3. A non-refundable sum of \$500 is required for registration. This sum will be put towards the overall cost of the seminar. If the seminar is cancelled, the registration fee will be refunded, aside from a processing fee of \$200 per person, that will not be refunded.
- 4. Hotel Accommodations: The tour price includes all hotel accommodations, in hotel rooms with private bathrooms. Our standard is to provide the best available hotels while considering value. Although the level of the accommodations may differ slightly from hotel to hotel, we are committed to your comfort. Two-bed rooms are reserved in most hotels. Triples are two-bed rooms with a rollaway cot where available and are not recommended when considering the comfort of those in the room. King-size beds are not available in most hotels; what is considered king-size usually consists of two single beds pushed together and made up separately, but with one headboard. Some two-bed rooms may have two twin not full- or queen-size beds.
- 5. Meals are included as indicated in the itinerary. All meals provided in Israel are kosher. In travel beyond Israel, group meals are kosher unless otherwise specified. Participants can order additional kosher meals at prices set by our local agents.
- 6. All trips are conducted by a Melton educator who remains with the group throughout the tour.
- 7. Please note that all reimbursements on payments made by credit card will carry a 3% processing fee.
- 8. All notifications of cancellation must be submitted in writing.

Gratuities:

All gratuities for the tour educator, driver, and restaurant staff are included.

Baggage:

The Travel Agent and/or Tour Operator, shall not be held responsible for any damage to or loss of luggage/personal items. All damage/loss must be reported at time of incident and documented in writing by local authorities for submission to the insurance company. About airline baggage allowance, different carriers have different regulations for business and coach, please check with your individual carrier with regard to permitted number of pieces, weights and dimensions. The tour operator is not responsible for fees levied by any air carrier for the transport of personal belongings of any kind.

Not Included

- Flights and personal insurance are not included.
- Transfers from / to the airport unless as part of an organized group travelling together.

- Personal Expenses, including meals not mentioned above or drinks during meals, unless specified above, or room service.
- Porterage at hotels: Please note room service is not included
- Travel and health Insurance.

Additional Information

Airline Security Measures: In the U.S., you must provide identification in the form of a passport at the time of airport check-in for travel to international destinations. Your passport name must match the name on your tour reservation and airline ticket, or you may be denied boarding.

If you are traveling from an airport outside the jurisdiction of the U.S, you will need to determine what travel documentation and identification is required for that airport.

Due to heightened security regulations, certain items such as a metal nail file, pocketknife, cigarette lighter or tweezers, and some liquid, gel, or aerosol items may not be permitted in your carry-on luggage. Please call your airline prior to departure to obtain current information on non-permissible carry-on items and recommended airport check-in times. You may also wish to visit the Transportation Security Administration website to obtain more information on acceptable identity documentation and prohibited luggage items.

Holidays and Museum Closures - Museum visits and personal shopping time may be disrupted due to unforeseen circumstances, or the many religious, state, and local holidays observed in the destinations being visited.

Photography During Tours: We will occasionally use photographs taken by fellow guests or your trip director for promotional purposes. If you prefer that your photo, not be used in any marketing activities, please notify us at the start of your tour.