

Terms and conditions

Between: **ROOMERANG LTD P.C.(Private Company), owner of Roomerang.travel (Hotels comparison tool for travel professionals).**

(Hereinafter the “**Platform Operator**” and / or the “**Platform**”)

The Party of the First Part;

Client/office

The Party of the Second Part;

1. In view of the technology developed by the Platform Ooperator, it is hereby agreed for the purpose of placing orders, that the client should deposit in advance any sum that it wishes to place orders, when it is hereby agreed that the minimum amount shall be US \$1,000 deposited in American currency only on your deposit or pay by Credit Card.
2. It is clarified that when the Office makes a deposit, it saves credit card fees when placing orders.
3. In addition, the Office making a deposit will be exposed to many other suppliers working with the deposit format only, thus saving costs of mediation.
4. The amount deposited that shall not be used and shall be requested to be returned by the Office, will be returned to it within 30 days of the request. The Office may place an order / orders according to the amount it deposited. It is hereby clarified that it shall not be possible to place an order exceeding the amount left over at the moment of placing an order. In the event that the Office will place a number of orders, the total amount of which exceeds the amount deposited by the Office, the order / orders will be canceled at the sole discretion of the Platform, and complete responsibility for cancellation will be that of the Office only. It is hereby clarified that the Office is responsible to ensure reception of the order or its cancellation in the system.

5. It is hereby agreed and acknowledged by the Office, that the price displayed on the Platform includes technology and service fee in amounts varying between orders, and it shall not have any complaints and / or claims regarding the commission that is paid. Against the technology and the service fee, a tax invoice for the orders shall be issued to the Office at the start of each month to check invoice status for the previous month.
6. Accordingly, the provision of the Articles shall apply to any use of the service made by the user, and shall form the legal basis for any discussion between user and Platform.
7. Roomerang.travel is a platform for transaction execution with third parties appearing therein, where services are offered by various third parties and not by the Platform, and the Platform is not responsible for these services. The supplier shall use the Platform as a platform for viewing the services offered by third parties, and no responsibility shall accrue to the Platform in respect thereof or regarding them. Without derogating from the above, it is hereby clarified and agreed, that the Platform shall not be responsible for any damages - whether direct or indirect - caused by the use of the Platform, and the supplier hereby relieves the Platform from any responsibility, and use of the Platform is subject to this essential condition.
8. Any third party content appearing on the Platform, including advertising, recommendations, statements, services, as well as any other information or other content they may present, is done by them and on their own responsibility and not by the Platform, and the Platform shall have no liability in connection therewith.
9. The Office hereby declares and gives its permission in advance that, in the case of actions not in accordance with the provisions of the Platform, the Platform shall be exempt from any liability towards the supplier, and will be entitled (but not obliged) to stop providing services to the Office and / or access to the Platform, immediately

and without need for prior notification. The Office's activities on the Platform and / or in connection with the Platform must be for lawful purposes only .

10. This Agreement is subject to the Platform's Articles (hereinafter the "**Articles**"). In any case, where a conflict shall ensue between this Agreement and the Articles of the Platform, the Articles' provisions shall apply. The Platform may, from time to time, make corrections and / or changes in the Platform and / or in the Articles, at its sole discretion, without giving prior notice, and it is the supplier's obligation to read the updated provisions of the Articles prior to entry in the Platform.
11. It is emphasized and clarified that in any case, and under any circumstances, the Platform is not, was not, and never shall be a party to any proposal and / or transaction linking the Office, its client and any third party.
12. The Platform shall not be responsible in any way for any damage and / or loss and / or expense of any kind, including direct, indirect, and / or consequential, caused the Office and / or its client, due to malfunctions or technical disruptions, and / or any other problem in providing services, whatever shall be the cause of the malfunction/ disruption.
13. This Agreement is subject to the laws of the State of Israel only, and the option of principles of international law stated in this Agreement shall not apply. The competent court shall be the District Court in Tel Aviv exclusively.
14. Any notice under this Agreement shall be in writing and shall be sent by registered mail, by one Party to another, according to the address specified in the preamble to this Agreement.
15. The client (travel agent, travel professional,) will be in charge in full to charge backs Made by his costumers and will be responsible to pay the damage in that case to the Roomerang ltd company.

When filling the checkbox on roomerang.travel before making a reservation you agree to those terms and conditions and committed to them.