

Arbitrip's Terms of Service,
Last Updated March 15th, 2018.

Welcome to Arbitrip. Arbitrip is a service which allows you to review and search travel offers, and to get notified, even after you make your hotel order, if it is efficient to cancel your current order and order a new deal.

Arbitrip is operated by Arigato Advanced Travel Technology Ltd., an Israeli limited liability corporation, and these Terms of Service constitute a binding agreement between yourself and Arbitrip.

Solely for convenience, we provide you here with a summary of your relationship with Arbitrip, and request that you read the full agreement.

First, Arbitrip will provide you with a service to create hotel rooms reservations, compare your current order from third party services, with other offers, and to allow you to cancel your current order and replace it with a cheaper alternative. When you do so, please take into consideration that such cancellation is your own responsibility, and that you will bear the fees.

Second, Arbitrip will exercise best effort to provide you with the services, but because it relies on third party service providers and internet infrastructure, it cannot ensure that the results you'll get will be optimal. Therefore, Arbitrip will not be liable if the booking process fails, if your credit card is declined, or if the information provided is incorrect and the actual order made in a different booking site is more expensive. Arbitrip will not be even liable if the hotel you book through the service turns out to be the actual hotel which the movie Hostel was based on.

Third, in order to provide you with the services, Arbitrip will require that you disclose some personal information, and may provide this information to third party service providers who provide it with information feeds.

Fourth, Arbitrip may send you periodic updates, not spam, with offers related to your previous offers, and may also use aggregated information to provide you with better services and to improve its algorithms.

Fifth, if you are a reseller or a travel agent, then there are some other terms which apply directly to your use of the services.

Lastly, Arbitrip requests that you read the full terms, as they constitute your sole agreement.

1. **Eligibility and Registration:** The following article set forth Arbitrip's eligibility and registration terms, which altogether are the preliminary requirements to enter into these Terms of Service.

- 1.1. **Who Can Register?** Arbitrip's services can be used by either individual persons and by corporations, who are represented by the designated agents of such corporations. When opening an account on behalf of a corporation, you hereby state that you are duly authorized to enter into these terms and that you hold all the required prerequisites. If you operate a corporate account, you may also open linked accounts for individuals in your corporation, who may have limited access. You are required to ensure that each of those individuals adhere to Arbitrip's Terms of Service as well. **Please note that if you are an agent which allows your clients to use the platform, you will need a specific separate account.**
 - 1.1.1. **Adult:** You are over 18 years of age, or if you are a corporation, the corporation is valid and allowed to enter into this Agreement.
 - 1.1.2. **Residence:** You do not reside in any proscribed state.
 - 1.1.3. **Solvent:** You are solvent and have not filed for bankruptcy, liquidation, debt arrangement or otherwise lost your ability into entering into agreements such as these terms.
 - 1.1.4. **Authorized:** If you are acting on behalf of a corporation, then you are the authorized entity to enter into these terms and are acting on behalf of such corporation.
- 1.2. **Creating Your Account:** There are two ways to set up a Arbitrip account; the first is by registering through the website, and the second is through sending Arbitrip an email with a hotel order. Following such registration, you shall receive an activation link to your account and you will choose a password. The password shall be hashed on Arbitrip's server.
 - 1.2.1. **Sharing your login data:** You are specifically prohibited from sharing your password with any third party.
 - 1.2.2. **Retaining your login data:** Arbitrip highly discourages the use of password managers in order to retain your login information.
 - 1.2.3. **Notification:** You are required to inform Arbitrip, immediately, upon any case where you believe that your account was breached and in any case you are in knowledge of any unauthorized use of any Arbitrip account.
 - 1.2.4. **Arbitrip's Liability:** Arbitrip shall not be liable in any case where you did not adhere to these security guidelines and shall not be able to assist you in any manner should you refrain from using Arbitrip's best practices as published from time to time.
- 1.3. **Corporate Accounts:** Corporate Accounts are meant for corporate users, where several levels of permissions and responsibilities may be shared in between different users. When you set up a corporate account, you may hold two different roles: administrator and users. You are solely responsible for each action made by both your users and administrators, and therefore should consider using corporate accounts in a cautious manner.
- 1.4. **Reseller / Agent Accounts.** If you are a reseller or travel agent, then your use of the Services shall be for you and your Customers, where you shall also be

provided with additional interfaces and information, and may allow the use of your own data channels. In such case, your Customers shall be deemed as “Customers” under these terms.

2. **Services:** The following services are provided by Arbitrip, where each of them shall be referred to as a “Service” and altogether they shall be referred to as “Services”.
 - 2.1. **Dashboard:** The Dashboard is Arbitrip’s main analytic tool. It allows you to review information about your orders, to see which of your hotel reservations are cancelable, and to stop tracking orders by others.
 - 2.2. **Currency Converter:** Arbitrip shall allow you to use the Currency Converter dialogue. The dialogue is for informational purposes only, and may contain errors, as it is provided by third party vendors.
 - 2.3. **Setting New Orders:** You may set new orders by using the Dashboard. Please note that different user may receive different prices, and that Arbitrip will not always find the best results, but will try. Also, some orders may include Arbitrip’s profit margin, which will vary between users.
 - 2.4. **Price Drop Changes:** If you register to an automated Price Drop Change monitor, then Arbitrip shall automatically cancel reservations once it finds a better reservation and shall place a reservation automatically on your behalf. Please note that this service is undergoing constant development and may incur charges on your behalf.
 - 2.5. **Order Hotels:** Arbitrip may also provide you with a means to create hotel reservations, either as Arbitrip acting as the merchant of record or through third party reservation services. In such cases, Arbitrip’s cancellation fees may be according to specified rates in the reservation itself. During the order process, Arbitrip may display additional offers from third parties and other recommendations based on your profile.
 - 2.6. **Agency Management.** If you are an agent, then Arbitrip may allow you access to an online panel, availing you with information relating to your Customers use of the Services, and a method to import your own data channels, which shall be available to your Customers. In such case, Arbitrip shall not bill your Customers for purchases made by them, but you shall be required to pay for their orders, if made via Arbitrip’s services. Moreover, Arbitrip may allow you to generate credentials to different users and to allow them access to the system. As an Agency, you may use the Services to create orders for your Customers, or for yourself, on behalf of an unregistered Customer.
 - 2.7. **Request Quotes:** Arbitrip may also allow you to request hotel quotes from third party services and/or from its own internal sources. In such cases, Arbitrip may provide you with the offers which you requested, or provide you with similar options.
 - 2.8. **Newsletter:** When you register to Arbitrip’s services, Arbitrip may also send you periodic newsletters which may include information relating to the services and/or reservations you procured through Arbitrip’s services, as well as offers from third

party services which are relevant for your preferences. You may always opt-out of these newsletters.

- 2.9. **Loyalty Program:** Arbitrip, according to its sole discretion, may enrol you to its loyalty program, which includes rewards on specific orders.
3. **No Malicious Use, Acceptable Use Policy:** You shall use Arbitrip's services only in a bone-fide manner, and for your own personal (or corporate) use. You shall not resell the services, allow third parties to access the information obtained through the services or make excessive calls and/or uses of the Arbitrip service. You shall not use automated crawlers, spiders and/or robots to parse the information obtained from the services.
4. **Cancelling Your Reservations:** It is your sole responsibility to cancel your previous reservations and/or booking, and to collect the refunds. Arbitrip shall not be able, nor be liable, in any case where the refund was not provided and/or where the reservation was not cancelled properly.
5. **Payment:** For its services, Arbitrip may charge you with fees for the orders actually placed through the services, meaning your hotel reservations. These reservations may be paid by credit card, wire transfer, PayPal or other means.
 - 5.1. **Refunds:** According to the Israeli Law, you may cancel any reservation made within 14 days, as long as it is no more than 7 business days prior to the reservation itself. Please note that in such case, the cancellation fee shall be the lower between 5% and 100ILS. If any other refund and cancellation policies apply, they shall be presented in the order itself. The refund shall be provided promptly following Arbitrip's acceptance of the payment from the service provider, and usually within 45 days. **Please note that this article shall only apply to those who are defined as "Consumers" under the Israeli Consumer Protection Act, 1981, and if you are a business users, or someone who purchases the products on behalf of a business, then the refund policy shall only be the one specified under the order.**
 - 5.2. **Orders from Agents:** Not all orders are made by Arbitrip; when Arbitrip refers you to a third party agent, then the terms of such agency shall apply, and supersede these terms.
 - 5.3. **Agency Model:** If you are an agent or reseller, then Arbitrip may determine different payment means and methods, in a separate addendum to these Terms. As an Agent, you hereby warrant and undertake to pay all required orders and reservations made by your Customers.
 - 5.4. **Invoice:** Following your payment, Arbitrip shall issue you an Invoice, according to law.
6. **Privacy Policy:** Arbitrip values your privacy, and has therefore created this Privacy Policy to let you know what information is retained about you, how it is shared and with whom. Please note that this policy is set to be compliant with the Israeli law.
 - 6.1. **How Does Arbitrip Collect Personal Information?** Arbitrip collects personal information both by analyzing the emails which contain your hotel reservation and by information you provide it. Arbitrip may also integrate information it receives from third party service providers which relates to you

- 6.2. **What Personal Information Does Arbitrip Retain?** In order to provide you with the services, Arbitrip may retain the following items which relate to you, including your name, email address, organization, phone, the affiliate who provided you with the service, as well as information relating to your reservation, including the hotel name, country & city, booking source, the time of the reservation, your check-in and check-out time, your price per night and total price, the currency you used, your room type, the number of adults and children in the room, your reservation's cancellation policy and the last date to cancel, your reservation's status and other information relating to your reservation.
- 6.3. **What Non Personal, Statistical Information, Does Arbitrip Retain?** Arbitrip also processes your information into statistical, aggregated, non-personally identifiable information which may be used in order to generate profiles, analyze trends and improve the services.
- 6.4. **Arbitrip Uses Cookies:** Arbitrip stores cookies on your browser's local storage. A Cookie is a small text file which may be used to identify you. Arbitrip's cookie is only when you use Arbitrip's site, and when a third party site uses Arbitrip's service, and is stored for a period of one year.
- 6.5. **What Third Party Services Does Arbitrip Use To Process Your Information?** Arbitrip uses third party services to process some of your information. Arbitrip uses Google Mail for Enterprise to analyze and store your emails, SendGrid to send you emails, Mailchimp to manage and send newsletters. Arbitrip also uses Yaad Payment, PayPal, Visa Cal, Isracard and Leumi Card to process your payment requests. Arbitrip uses Mixpanel and Google Analytics to analyze its website's traffic. Arbitrip uses Intercom as a customer support system.
- 6.6. **Who Has Access To Your Information?** Arbitrip uses selected third parties to provide you with the service, and shall share some information with them, under strict confidentiality obligations, to provide you with the services. Moreover, Arbitrip's employees and agents, who are under the most strict confidentiality obligations, also have monitored access to some of your information. Arbitrip's employees undergo casual and routine monitoring. If you are using Arbitrip where you are paying via an agency or a reseller, then your information may be shared with them as well. Lastly, your information will be shared with people you specifically ask to share, such as the sites you place reservations on.
- 6.7. **How Can You Review The Information Retained About You?** You can always review the information Arbitrip retained about you by sending an email to support@Arbitrip.com.
- 6.8. **Can Arbitrip Contact You?** Yes, by registering to the service, you provide your consent to receive periodic updates from Arbitrip and its partners. You can always opt-out from these updates.
- 6.9. **What Can You Do If You Feel Your Privacy Was Invaded?** If you feel your privacy was invaded, please contact Arbitrip's privacy officer at support@Arbitrip.com. Arbitrip's privacy officer shall inspect the complaint and public periodic reports with aggregated, anonymous data.

7. **Liability:** For no case and for no reason shall Arbitrip be held liable for any damage, direct or indirect, consequential, exemplary, physical or special, to you, any other user or any 3rd party due to its misperformance of duties herein. Arbitrip provides Service on an AS-IS basis and shall not be held liable, to the extent permitted by law, by any case of misconduct, negligence, gross negligence, malice or any other mean, to any damages or loss of property, including damages to: your credit on the Arbitrip service, virtual property, reputation and business reputation, user account information including login information, loss of profit, loss of good name, all resulting from the use or inability to use Arbitrip services.
8. **Warranty:** Arbitrip does not warrant for Service and supplies it on an “as-is” and “as-available” basis. Your Use of Service is at your own risk and under your liability. Arbitrip makes no warranty that (i) the Service will meet your requirements and (ii) the Service will be uninterrupted, timely, secure, or error-free and (iii) the results that may be obtained from the Use of the Service will be accurate or reliable and (iv) the quality of any products, services, information, or other material purchased or obtained by You through Service will meet your expectations, or (v) any errors in the Service will be corrected. Moreover, you hereby acknowledge that the Service is in early beta stage and that it is currently under development. You acknowledge that the Service may be flawed and that some errors may occur.
9. **Indemnification:** You hereby warrant and agree to hold Arbitrip harmless and to indemnify Arbitrip for any damage, loss, expense, legal expense or cost incurred as a result of (i) Your use of the Services in direct violation of these terms of service, including any false representation; OR (ii) any claim, complaint or notification filed maliciously or negligently against any Arbitrip user where no such claim had any legal standing.
10. **Amending these Terms:** Arbitrip may amend these terms from time to time, provided that you shall be informed through electronic communication on such amendment and shall be granted to option to terminate your agreements with Arbitrip by providing a 30 days prior written notice.
11. **Terminating User Accounts:** Arbitrip shall have the right to terminate your use of the Arbitrip service or to terminate the Arbitrip service at any time and by providing a 30 day prior notice. However, Arbitrip may terminate your use of the Arbitrip service at any time and with no prior written notice in any case where you breached these terms and such breach may cause Arbitrip irreparable harm. You may terminate your account at any time, but please note that in such case, some of the information relevant to your reservations be lost.
12. **Independent Contractors:** The parties enter into these terms as independent contractors. Nothing in these terms shall create any employee-employer relationship, partnership, joint venture, equity holdings or any other legal construction.
13. **Severability:** If any provision of these terms shall be held unenforceable by any competent legal authority, it shall not limit the other provisions of these terms.
14. **Governing Law, Jurisdiction:** These terms shall be solely governed by the laws of the state of Israel and any dispute arising from it shall be solely brought to the competent courts of the Tel-Aviv district. You hereby warrant and undertake not to initiate any class

action lawsuit against Arbitrip, any merchant or user of the service, for any cause and to solely seek your own damages.