

Terms and Conditions

1. Preamble

- 1.1. The following terms and conditions shall govern your use of the online website located at www.sublet4u.com (the "**Website**"), as well as the performance of any activity or transaction enabled or facilitated through the Website (the "**Activities**"), all subject to any specific terms agreed upon in writing between us (together with the terms and conditions hereunder, the "**Agreement**").
- 1.2. By using the Website, you (the "**User**") accept and agree to be bound by the terms and conditions of the Agreement. IF YOU DO NOT ACCEPT ANY OF THE TERMS AND CONDITIONS, YOU ARE REQUIRED TO REFRAIN FROM USING THE WEBSITE.
- 1.3. This Agreement constitutes the entire agreement between you and us, SUBLET4U HQ Ltd. ("**SUBLET4U**"), with respect to the use of the Website and its services, and shall replace any and all other agreements.

2. Terms of Use

- 2.1. You are granted permission to use the services of the Website and perform Activities subject to your full compliance with the provisions of this Agreement.
- 2.2. You may not use the Website or carry out any Activity if you lack the legal capacity to do so under Applicable Law.

For the purpose of this Agreement, "Applicable Law" shall mean the laws, regulations, orders and guidelines of such countries (i) in which you are registered, domiciled, have a permanent establishment, or are accessing the Website or its services; or (ii) from, in or through which Activities are to be performed or to which they are directed; all to the extent designed to govern your specific use of the Website or your specific Activities.

- 2.3. While using the Website, you may not perform, intentionally or carelessly, any of the following:
 - 2.3.1. Browse, surf, process, scan or use the services of the Website via operation of a computer program designed to gather information or perform operations imitating a human user (including, without limitation, bots or crawlers).
 - 2.3.2. Manipulate the URL of the Website, or otherwise gain access to any internal pages to which SUBLET4U have not provided you with a direct link (including, without limitation, URL hacking).
 - 2.3.3. Carry out any action which may infringe the copyrights of Sublet4U or any other copyright holder.
 - 2.3.4. Carry out any action which may infringe any Applicable Law or which is designed or is likely to offend or harm the public order or any individual, business or group.

- 2.4. SUBLET4U reserves the right to bar you from using any of the Website services, and suspend or cancel any action carried out on the Website, at its sole discretion and for any reason SUBLET4U deem fit, including, for example, due to any suspicion regarding violation of the Agreement or any Applicable Law.
 - 2.5. SUBLET4U reserves the right to alter or terminate services offered on the Website (including also any promotional activities or “referral programs”) at any time, at its sole discretion and for any reason SUBLET4U deem fit.
3. Registration to Services
- 3.1. At SUBLET4U sole decision, the access to certain Website services may be subject to additional terms and conditions or limited to Users who satisfy and continue to satisfy certain criteria (including geographical location), who have subscribed to the Website (the “**Account**”), who have provided Sublet4U with certain information, certification and details, or who are current in the payment of certain subscription fees.
 - 3.2. For details regarding protection of required information and the way such information is to be used and handled by SUBLET4U, please refer to the Privacy Policy (the acceptance of which constitutes an integral part of these terms and conditions).
 - 3.3. It is clarified that information submitted by the User must not contain partial or inaccurate data – only the full, true and accurate details required.
 - 3.4. If the User is required to set or change a password for the Account, and so as to avoid any unauthorized access to the Account as well as any possible damage in the event such password is exposed or unlawfully obtained:
 - 3.4.1. User shall not disclose password to any third party, nor shall the User present, enter or use this password with respect to any third party service.
 - 3.4.2. User shall change password periodically.
 - 3.4.3. Password shall not contain, whether in straight forward form or reverse order, any of the following: User’s name; identity, social security, passport or phone number; significant date; or dictionary word.
 - 3.5. User shall notify SUBLET4U immediately of any suspicion regarding unauthorized access to the Website through User’s Account.
 - 3.6. Without limiting from SUBLET4U’s rights under Section 2.4, SUBLET4U reserves the right to suspend any Account and condition access to any Account on presentation of proof that these terms and conditions have been violated.
 - 3.7. For the avoidance of doubt, User’s Account, and any privileges granted with respect to such Account, is personal and non-transferrable. User may not assign, transfer or share access to the Account or to any Website services which are subject to additional terms and conditions or which are limited to Users who have subscribed to the Website.

3.8. THOUGH SUBLET4U MAINTAIN REASONABLE MEASURES TO SECURE AND PROTECT ACCOUNT CONTENTS AND INFORMATION REGARDING USER'S ACCESS TO WEBSITE, SUBLET4U CAN NOT ENSURE DEFINITE PROTECTION FROM EXPOSURE DUE TO MALICIOUS ACTS, AND SHALL NOT BE LIABLE TO ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, INCURRED BY USER DUE TO ANY SUCH EXPOSURE OF ACCOUNT CONTENTS OR INFORMATION REGARDING USER'S ACCESS.

4. Newsletter

- 4.1. Via the Website you may subscribe to the SUBLET4U electronic newsletter (the "**Newsletter**"), which will be sent from time-to-time to the email address supplied by you (the "**Email Address**").
- 4.2. By subscribing to the Newsletter, you explicitly allow SUBLET4U to send via the supplied Email Address advertisements related to products and services offered by SUBLET4U.
- 4.3. You may unsubscribe from the Newsletter at any time.

Specific Terms for Guests

5. Reservation of Apartments

With respect to the reservation and lease of apartments presented on the Website ("**Apartments**" or "**Units**"), you (as a "**Guest**") explicitly acknowledge as follows, waiving and disclaiming any claim to the contrary –

- 5.1. INFORMATION PRESENTED ON THE WEBSITE WITH RESPECT TO APARTMENTS ("**APARTMENT INFORMATION**") IS SUBMITTED BY Third PARTIES AND PRESENTED ON THE WEBSITE WITHOUT INDEPENDENT VERIFICATION BY SUBLET4U. For the avoidance of doubt, SUBLET4U is unable to verify the accuracy or truthfulness of Apartment Information, including with respect to Apartment's appearance, current condition, contents and appliances, or indeed whether it is suitable for human habitation.
- 5.2. SUBLET4U shall in no event be deemed host, holder, manager, supervisor, custodian, caretaker, or in any other way responsible for any Apartment, including, without limitation, with respect to its contents, appearance, availability, usability, habitability, condition, safety or maintenance, and shall in no event be deemed a party to the lease of an Apartment.
- 5.3. IT IS CLARIFIED THAT SUBLET4U'S SOLE WARRANTY WITH RESPECT TO ANY APARTMENT RESERVED THROUGH THE WEBSITE IS (I) TO PROVIDE USER WITH DETAILS OF HOST ACCORDING TO ITS RECORDS, AND (II) THAT IF SUCH APARTMENT EITHER DOES NOT EXIST OR IS NOT VACANT FROM OTHER HUMAN OCCUPANTS AT THE DATES RESERVED BY USER (APARTMENT IS "**UNAVAILABLE**"), SUBLET4U SHALL EITHER REFUND THE AMOUNT PAID TO SUBLET4U WITH RESPECT TO SPECIFIC DATES IN WHICH THE APARTMENT IS UNAVAILABLE OR, AT ITS SOLE DISCRETION, MAKE AVAILABLE TO USER FOR

SUCH DATES ALTERNATIVE ACCOMMODATION CONSIDERED BY SUBLET4U TO BE SUBSTANTIALLY SIMILAR TO THE APARTMENT RESERVED.

5.4. Lease and use of an Apartment may be subject to additional terms and conditions as may be presented on the Website in connection with a specific Apartment, including, for example, cancellation and refund policy, down payment and payment terms, or the requirement for direct engagement with the Apartment's Host (covering, for example, security deposit and Host visitation rights). Please review the details of your reservation thoroughly prior to confirming and approving it.

5.5. If the reservation is being made using a credit card that is not owned by the Guest staying at the Apartment, then the credit card owner shall be required to sign a credit card authorization form in the form available at <https://rightsignature.com/forms/Creditcard-author-8accfe/token/91a5d8b9bef>

In order to complete the reservation, and submit a copy of such credit card and valid identification of the credit card owner prior to the check in date.

5.6. Please note that Host will contact guests after the reservation is made to communicate details on how to access the Unit. Please inform Host of your expected arrival time in advance.

5.7. A security deposit of USD 500 is required upon arrival for incidental charges and/or damages caused. This deposit is fully refundable upon check-out and subject to a damage inspection of the accommodation and guest follow house rules and code of conduct.

5.8. Some of the Apartments may include certain Internet Services. Hosts will take reasonable efforts to restore Internet Services in the event of loss of service, but under no circumstances, will SUBLET4U refund or credit you in any way if it is not available. If the Apartment include Internet Services, you will be provided with the Internet access code at arrival.

5.9. In addition to the above, lease and use of an Apartment may be subject to certain limitations, obligations, municipal payments, levies and taxes imposed by national or local regulation, and charged by SUBLET4U. You are solely responsible to verify prior to reservation of an Apartment whether such limitations, obligations, payments, levies or taxes may apply.

Strictly for your convenience, at [please insert the relevant webpage] we have accumulated certain information brought to our attention with respect to national and local regulation, which may be relevant to the lease and use of Apartments. For the avoidance of doubt and without derogating from Section 9 below, such information was obtained from non-legal sources, does not constitute legal advice, SUBLET4U is unable to verify its accuracy, and you are solely responsible for verifying its accuracy and applicability.

5.10. SUBLET4U reserves the right to cancel any reservation prior and after the check in time due to circumstances beyond its control. If prior to the check in date,

SUBLET4U shall refund the Initial Deposit to the Guest. If SUBLET4U requires that the Guest check out of the Unit prior to the agreed upon check out date, other than for failure to timely pay the rent or due to a violation of the Guest Conduct and Rules described in Section 6 below, SUBLET4U shall refund any prepaid rent to the Guest.

- 5.11. An Apartment, or your specific use, may not necessarily be covered by valid insurance – you are strongly advised to research the risks involved and whether you should obtain suitable insurance coverage independently.
 - 5.12. You understand and agree that by making a reservation through the Website, you agree that the Host, in the event of your no-show or cancellation of reservation, shall be entitled, in addition to the cancellation fee set forth in its cancellation policy, to charge you with any applicable taxes as set forth in Sections 5.7 and 5.11. You understand and agree that such cancellation policy shall apply regardless of your reason of cancellation. As a precautionary measure, SUBLET4U strongly recommend that you subscribe to a travel insurance with the insurance company of your choice.
 - 5.13. Based on local Israel tax laws, Israeli citizens must pay 17% VAT. This tax is NOT automatically calculated in the total cost of the reservation and must be paid at the property at check in time per instructions of SUBLET4U Guest Services Team.
6. Guest Conduct and Rules:
- 6.1. The Guest represents and warrants to SUBLET4U that he or she is at least 18 years of age.
 - 6.2. Occupancy is limited to the Guest and the individuals named on the Guest Information Form (collectively, the “**Guests**”). The Guests agree not to use or permit others to use the Unit for any illegal purpose. All Guests will be required to show a photo ID and credit card upon check-in.
 - 6.3. The Guests shall use the premises only as a temporary residence and shall not engage in any commercial, illegal, dangerous, nuisance or other activities.
 - 6.4. The Guests will act in a proper and reasonable manner while staying at the Unit and will ensure the Unit and all contents and chattels used by the Guest are used in a manner to avoid any damage, reasonable wear and tear permitted, and will make all reasonable efforts to preserve and protect the Unit and will not create a nuisance at any time that interferes with the quiet enjoyment of the premises by other occupants.
 - 6.5. The Guests will ensure that they and their invitees act in accordance with the terms of this Agreement. The Guest is responsible for the acts of the Guests and their invitees. Failure to abide by these rules may result in the Guests being evicted. Should this occur, there will be no refund.
 - 6.6. The Guest agrees to surrender and deliver to SUBLET4U the Unit and all furniture and decorations within the Unit in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. Guest will be liable to

SUBLET4U for any damages occurring to the premises or the contents thereof or to the building which are caused by the Guests or their invitees.

- 6.7. Upon reasonable notice (except in the case of emergency or where notice shall be impractical) SUBLET4U or its representatives shall have the right of reasonable access to the Unit.
- 6.8. SUBLET4U may ask a Guest to leave if, in SUBLET4U's reasonable opinion, the behavior of such Guest is unreasonable, or if the Guest breaches this Agreement, including without limitation the terms of this Section 6, whereupon the use of the Unit will terminate and the Guest will not be entitled to any refund.
- 6.9. While Guests are permitted to make certain special requests regarding the accommodation in the Units and/or other matters pertaining to the Activities, the acceptance of such requests is subject to our approval, at our discretion. Furthermore, we reserve the right to charge additional costs for accommodating such requests.
- 6.10. Guests shall strictly adhere with any and all SUBLET4U policies in effect from time to time (including without limitations, restriction on pet accommodation, no smoking, etc.). Guests further acknowledge that the Host of the Unit may impose additional limitations. Guests are to verify applicable policies regarding each Unit in advance.
- 6.11. Reimbursement policies regarding event of any damages and/or loss of equipment, shall be determined by the Host of each Unit. Any deduction regarding the aforesaid shall be made from the security deposit, without derogating from any remedy which the Unit Host and/or SUBLET4U are entitled to.

Specific Terms for Hosts

7. Letting of Apartments

With respect to the presentation, letting and subletting of Apartments held, managed or owned by you to Guests, you (as the "**Host**") explicitly acknowledge as follows, waiving and disclaiming any claim to the contrary –

- 7.1. Any information you submit, present or communicate to, on or through the Website with respect to an Apartment, including for example with respect to its appearance, current condition, contents and appliances, and any description of the Apartment, shall not contain partial, misleading or inaccurate data – only the full, true and accurate details reasonably relevant to the lease and the enjoyment thereof.
- 7.2. SUBLET4U shall in no event be deemed responsible for any acts or activities taken by Guests in, at, to or with respect to any Apartment, including, without limitation, with respect to its contents, appearance, usability, habitability, condition, safety or maintenance, and shall in no event be deemed a party to the lease of an Apartment.

- 7.3. You will not impose upon Guests any terms and conditions in connection with the lease and use of an Apartment other than as explicitly stated in this Agreement, or presented by you on the Website in connection with the specific Apartment as per Section 5.4 above. It is clarified that you may not change the price and the terms of a reservation after the Guest has confirmed it.
- 7.4. In consideration for your use of the Website and its services, SUBLET4U shall be entitled to charge you with certain services fees (the “**Host Services Fees**”). You understand and agree that SUBLET4U may change from time to time the sums of the Host Services Fees it charges, upon a prior notice as set forth in Section 16.2. Such change shall apply only with respect to reservations made after the abovementioned prior notice period.
- 7.5. Letting and subletting of an Apartment may be subject to certain limitations, obligations, municipal payments, levies and taxes imposed by national or local regulation. You are solely responsible to verify prior to publishing an Apartment through the Website whether such limitations, obligations, payments, levies or taxes may apply.

For your convenience, please see the second paragraph of Section 5.7 above, the provisions of which equally apply to both Guests and Hosts.

- 7.6. You will be required to choose a cancellation policy out of the SUBLET4U’s suggested cancellation policies, as available at <http://sublet4u.com/content/list-your-property.aspx> , and you shall allow the Guest to cancel the reservation in accordance with terms of the cancellation policy you’ve selected.
- 7.7. In the event that you cancel a confirmed reservation of a Guest, you understand and agree that SUBLET4U may apply any and all of the following penalties with respect to your use of the Website and the listing of your Apartments and Units, including: (i) publishing a review on your listing indicating that a certain reservation was cancelled, and/or (ii) temporary or permanently preventing you to offer Apartments or Units for rent, and/or (iii) imposing a cancellation fee, which will be deducted from your first payout/s following such cancellation. The amount deducted shall be calculated based on the number of days left following the date of the cancellation of the reservation, until the Guest’s planned check-in date.
- 7.8. You hereby grant SUBLET4U a non-exclusive, non-revocable and non-limited license to use, reproduce, modify, adapt, sublicense, publish, translate, distribute, transmit, create derivatives work of, present, transfer and display any information presented by you on the Website via any media and at any third party website as it may deem fit.

8. Suitability of Services

- 8.1. Website services are provided As-Is. SUBLET4U cannot guarantee the suitability of the Website services to your needs or the availability of the Website or its services.

- 8.2. You are responsible to verify, prior to using the Website services, their suitability to your needs, and you will have no claim against SUBLET4U due to any mismatch of the Website services.

9. Responsibility for Information

Information presented in this website and its services (the "**information**") shall not constitute advice or professional opinion but rather the personal opinion of the Website Users or individual SUBLET4U employees. SUBLET4U do not represents in any way that any Information is accurate, complete or error free.

10. EXCLUSION OF LIABILITY; LIMITATION OF LIABILITY

10.1. SUBLET4U, ITS OFFICERS, DIRECTORS AND/OR EMPLOYEES SHALL NOT BE LIABLE TO ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL COSTS AND DAMAGES, WHATSOEVER, INCURRED BY USER (1) DUE TO USE OF THE WEBSITE'S SERVICES OR THE RESERVATION, LEASE, OCCUPANCY, ENJOYMENT AND USE OF ANY APARTMENT OR (2) DUE TO THE NON-AVAILABILITY OF THE WEBSITE SERVICES OR USER'S INABILITY TO RESERVE, LEASE, OCCUPY, ENJOY AND USE ANY APARTMENT, ENTIRELY OR PARTIALLY, INCLUDING DUE TO ITS CONDITION OR UNAVAILABILITY.

10.2. WITHOUT DEROGATING FROM THE ABOVE, SHOULD ABOVE EXCLUSION BE HELD BY THE COMPETENT COURTS AS UNENFORCEABLE OR VOID, THE CUMULATIVE LIABILITY TO USER FOR ANY AND ALL CLAIMS RELATING TO USE OF THE WEBSITE'S SERVICES OR THE RESERVATION, LEASE, OCCUPANCY, ENJOYMENT AND USE OF ANY APARTMENT OR DUE TO THE NON-AVAILABILITY OF THE WEBSITE SERVICES OR USER'S INABILITY TO RESERVE, LEASE, OCCUPY, ENJOY AND USE ANY APARTMENT, ENTIRELY OR PARTIALLY, INCLUDING DUE TO ITS CONDITION OR UNAVAILABILITY, INCLUDING ANY EXPOSURE OF ACCOUNT CONTENT AND/OR INFORMATION, SHALL NOT EXCEED THE HIGHER OF THE TOTAL AMOUNT PAID BY USER AS CONSIDERATION FOR THE WEBSITE SERVICES AND RENTAL OF SPECIFIC APARTMENT OR \$1,000.

11. External Links

11.1. Certain adverts or hyperlinks used in the Website may refer or direct to websites managed or owned by third parties. It is clarified that any links to such websites are supplied solely for the convenience of the User, and that SUBLET4U did not examine these websites and does not support them or their content and cannot verify their security. You are solely responsible and are required to use full caution when browsing, purchasing products, submitting information or otherwise using these websites.

11.2. It is emphasized that there is no distinction between internal links and external links, and it is your sole responsibility to verify the URL a link refers to before following it.

12. Lack of Liability to User Actions

- 12.1. In the course of the Website services, Users may be allowed to upload content of their own creation ("**User Content**") to be displayed on the Website, including, for example, comments and reviews.
- 12.2. It is clarified the process of User Content upload is, fully or partially, an automatic process, thus SUBLET4U cannot authenticate the identity of the uploader nor examine the content uploaded, and shall not be held liable for any User Content displayed on the Website.
- 12.3. In the course of the Website services, certain content, including User Content, may be rated by Website users or in conjunction with Website users' actions and behavior. It is clarified such rating does not represent Sublet4U's opinion or impression, but rather that of the Website users, and User explicitly waives any claim against Sublet4U with respect thereof.
- 12.4. By uploading User Content to the Website, User explicitly assigns and transfers to Owners any and all rights, title and interest to such User Content, waives and disclaims any and all moral rights with respect thereof (including attribution of User Content to User and preservation of its integrity) or any claim for remuneration or compensation with respect to the utilization, commercialization, assignment or sale of such User Content by SUBLET4U or any third party, including without limitation in connection with Section 7.8.
- 12.5. For the avoidance of doubt, User permits SUBLET4U to edit User Content prior to or following its display so as to conform to the Website editing policies, or any third party website editing policy in which SUBLET4U displays and presents the User Content, and undertakes to comply with any such policies presented by SUBLET4U.

13. Privacy

The terms of our Privacy Policy constitute an inseparable part of these Terms and Conditions. By expressing your consent to these Terms and Conditions you hereby agree to the terms of the Privacy Policy.

14. Copyright

All rights in and to the Website, its design, source code, and content elements of the Website are held exclusively by SUBLET4U or the content creator, as applicable, and unless explicitly permitted by SUBLET4U, may not be subjected to any action which may be considered copyright infringement, including, without limitations, copying, transferring, providing access to or otherwise using any such proprietary material outside of the specifically permitted uses herein.

15. Trademarks

- 15.1. The trade name "SUBLET4U" and the SUBLET4U logo are used by Sublet4U in the course of its business and may not be used without its explicit permission.
- 15.2. Any other trademarks appearing on the Website, whether currently or in the future, are the property of their respective owners or SUBLET4U, as applicable.

16. Amendment to Services and Terms of Agreement

- 16.1. SUBLET4U may make Non-substantial Changes to the services or the terms of the Agreement, at any time, without having to give prior notice.
- 16.2. SUBLET4U may make Substantial Changes to the services or the terms of the Agreement, including the Host Services Fees, providing adequate notice displayed on the webpage of this Agreement and or providing you notice of the modification by email, at least seven (7) days prior to the amendment taking effect, and providing the following conditions are met:
 - 16.2.1. You will be entitled to terminate the agreement prior to the amendments taking effect.
 - 16.2.2. The amendments will not affect any actions already taken by you prior to the amendments taking effect.
- 16.3. It is solely your responsibility to check the terms of this agreement, every once in a while, for amendments.
- 16.4. In this section, "Substantial Changes" shall mean any changes sufficient to impose new charges on the User, derogate from the User's rights under this agreement, change any copyright permission or alter the Website's privacy policy.

"Non-substantial Changes" shall mean any changes which are not "Substantial Changes".

17. Waiver of Rights to Recommendations and Suggestions

In order to avoid any unpleasantness, you agree and acknowledge that in sending suggestions or comments regarding the Website or its services (the "**Suggestions**") YOU WAIVE ANY AND ALL RIGHTS TO THE SUGGESTIONS AND SHALL HAVE NO CLAIM REGARDING IMPLEMENTATION OF THE SUGGESTIONS OR LACK THEREOF, TRANSFER OF THE SUGGESTIONS TO A THIRD PARTY, OR REGARDING LACK OF ANY ATTRIBUTION, ACKNOWLEDGEMENT, CREDIT, REMUNERATION, OR COMPENSATION WITH RESPECT TO ANY IMPLEMENTATION OF THE SUGGESTIONS BY SUBLET4U OF ANY THIRD PARTY. Sublet4U will exclusively own any rights to suggestions which, at its sole discretion, it has chosen to adopt.

18. Indemnification

Guest undertakes to indemnify Sublet4U and its shareholders, equity holders, directors, officers, employees, representatives, agents and affiliates (collectively, the "**S4U Parties**") and hold the S4U Parties harmless from all expenses, costs, damages, claims, actions and other liabilities of any kind whatsoever arising from this Agreement or the occupancy or use of the Unit by the Guests and their invitees, including without limitation any damage to the Unit, any other unit or the building in which the Unit is located, or any damage, injury, costs or expenses suffered or incurred by the Guests or their invitees, and Guest hereby irrevocably releases the S4U Parties from all claims in respect thereof. The Guest acknowledges that use and occupancy of the Unit is entirely at the Guests own risk and that there may be hazards in the Unit including hazards that

may make it unsuitable for unsupervised children, persons with disabilities or certain activities. The S4U Parties shall not be liable for any injury, accident, death, property loss, damage or theft, loss of physical or mental enjoyment, expense, cost or inconvenience directly or indirectly caused to or suffered by the Guests or their invitees by or arising out of this Agreement or the use, occupation or condition of the Unit. Notwithstanding anything else herein, if any of the Guests have any claim against the S4U Parties, the maximum liability in all circumstances will be the amount paid by Guest under this Agreement.

19. Governing Law and Jurisdiction

This Agreement shall be construed and governed by the laws of the State of Israel. Any dispute arising from the terms of this agreement, the use or misuse of the Website, or any of the Website's services shall be subject to the exclusive jurisdiction of the competent courts in the District of Tel Aviv, Israel.