

CARMELLA PRIVACY POLICY

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PLEASE READ THIS DOCUMENT CAREFULLY.

We at Pinhas and Gaston Ltd. ("Company"), owner and operator of Carmella hotel ("Hotel"), located at 130, Ha Tishabi, Haifa Israel, have created this privacy policy ("Privacy Policy") to demonstrate our commitment to your privacy.

Company and the Hotel shall be jointly referred to herein as "Carmella", "We", "Our" or "Us". The following Privacy Policy discloses our information gathering and dissemination practices. We provide certain services, including reservation of rooms in the Hotel, through Our website, located at www.carmellahotel.co.il ("Website") and related domains, including mobile applications (collectively, the "Service").

By using the Service, you are accepting the practices described in this Privacy Policy. The Carmella user agreement ("Agreement"), incorporates and includes this Privacy Policy and the terms of use ("Terms"), which form an integral and inseparable part of the Agreement. The Terms are incorporated herein by reference. Unless expressly specified otherwise: (i) any reference to the Service in this Privacy Policy shall include any part thereof; (ii) all capitalized terms used herein shall bear the meaning ascribed to them in the Terms; and (iii) all provisions of this Privacy Policy shall apply for the benefit of: (a) any subsidiaries and/or affiliates of Carmella, including their successors and assigns; (b) any entity controlling Carmella, including Company; (c) any entity controlled by Carmella; and (d) any entity in common control with Carmella. Terms in this Privacy Policy appearing in the singular form shall include the plural form, and vice versa, and terms appearing in the masculine, feminine or neuter forms shall include all other forms, unless expressly set forth otherwise. By using any of the Services offered through the Website, you voluntarily and willingly provide Us, certain information, including personally identifiable information or details (such as company, personal, credit card and/or bank account details), which we collect in order to provide the Services, and you expressly consent to Our use and disclosure of your personal information in the manner described under this Privacy Policy. If you have any hesitation about providing information to Us and/or having your information displayed on the Website or otherwise used in any manner permitted in this Privacy Policy and the Terms, you should cease using the Service. Privacy Policy Updates We reserve the right, in Our sole discretion, to change this Privacy Policy ("Updated Privacy Policy") from time to time, without any advance notice before the Updated Privacy Policy comes into effect. This Privacy policy may be revised over time, as new features are added to the Service or as we incorporate suggestions from our customers. You agree that we may notify you of the Updated Privacy Policy by posting it on the Website, and your continued use of the Service after the effective date of the Updated Privacy Policy constitutes your agreement to all terms and conditions of the Updated Privacy Policy. We recommend you to review any Updated Privacy Policy before using the Service. The Updated Privacy Policy will be effective as of the time of posting, or on such later time as may be specified in the Updated Privacy Policy, and shall apply to your use of the Service from that point onward. 1. Information Collected We collect your personal information in the following ways:

1.1. Required Information. In order to make a reservation, you must provide us with information, such as your name, e-mail, contact and credit card details. We may request other and/or additional information from you during the reservation process that We use in an attempt to provide you with a better user experience, to improve the value and quality of the Service and to analyze how the

Service is used. If you choose to purchase certain services offered through the Website, you may be required to provide additional information to qualify for such purchase. You acknowledge that this information is personal to you, and by performing a reservation on Our Website, you allow others, including Us, to identify you and to allow the use of your information in accordance with provisions of the Agreement.

1.2. Information Verification. In order to protect you and Us against potential fraud, we may verify any information you provide Us by using the services of third parties. As part of such verification process, we may receive personally identifiable information concerning you from such services, which may include background and/or credit analysis. We reserve the right to review your information, at any time.

1.3. Personal, Non-Personal & Financial Information. We may collect non-personal information about your use of the Service. If non-personal information is collected for an activity that also requires personal information, We may combine your non-personal information with your personal information in an attempt to provide you with a better user experience, to improve the value and quality of the Service and to analyze how the Service is used. In addition to information collected as described above, you may choose to share additional information about yourself in the framework of the Service, and if you share such information it shall be in your sole discretion and sole responsibility. None of your financial information shall be revealed to any third party, except with your prior, written approval, in the framework of purchasing services on the Website or if We are required to do so pursuant to a court order and/or decree or in the framework of another legal process, including procedures related to prevention of fraud.

2. Data Retention We will retain a copy of the information that you originally provided to us in our archives for uses documented in this Privacy Policy, for so long as needed to provide you the Service. You may request deletion of your information at any time by contacting our customer service. We will respond to your request within thirty (30) days. Please note, however that information you have shared with others, or that other Customers have copied, may remain visible on the internet, including in search engine results, even if you requested its deletion. Your personal information will be stored and processed on our computers or servers in certain jurisdictions, in accordance with such jurisdictions` applicable laws, including privacy protection laws. We shall do our best efforts to hold and transmit your personal information in a safe, confidential and secure environment. If you object to your personal information being transferred or used as described in this Privacy Policy, please do not use the Service. We will also retain and use your information as necessary to comply with any of Our legal obligations, to resolve any disputes arising out of your use of the Services, and to enforce the provisions of this Agreement.

3. Uses of personal information & Data

3.1. Consent to Processing Information About You. By providing information to Us in order to use the Service, you are expressly and voluntarily accepting the terms and conditions of the Agreement that allow Us to process and verify information about you. You have the right to withdraw your consent to Our collection and processing of your information at any time, in accordance with the terms of the Agreement, but please note that your withdrawal of consent will not be retroactive. Subject to the provisions of Section 3.4 below, the aforementioned information shall not include personally identifiable information or details. If you do not agree to the aforementioned terms and conditions, we recommend you opt-out of the Service.

3.2. Communications. As further described in the Terms, we will communicate with you through e-

mail, notices posted on the Website or through other means available on the Service. We may send you service messages relating to the functioning of the Service and/or messages with promotional information directly or on behalf of our partners, unless you have opted out of receiving promotional information by sending a request to Our customer service. Please be aware that you cannot opt-out of receiving service messages from Us. Also, if We send communications to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with your receipt of messages on your mobile device (including text messaging charges). In the event you send us correspondence, including e-mails and faxes or otherwise interact with our customer service, We may collect such information in Our records. We may also record phone calls to or from our customer service, and retain customer service correspondence and other correspondence sent to you. These records shall be used in order to respond to customer inquiries, to accurately categorize measure and improve our customer service and to investigate potential fraud and breaches of the Agreement. We have no obligation to retain the above materials, and may delete such records if applicable law allows Us to act in such a manner, without the need to first notify and/or receive your consent.

3.3. Personal Information Types & Uses. Without derogating from the provisions of Section 3.4 below, the types of personal information that we collect may include: (i) your name, gender, home and work contact details, business title, date and place of birth, nationality, passport and visa information; (ii) guest stay information, including date of arrival and departure, goods and services purchased, special requests made, observations about your service preferences (including room, holiday preferences, amenities requested, facilities or any other services used); (iii) telephone numbers dialed, faxes sent/received or receipt of telephone messages when connected to the telephone services we may provide guests during their stay; (iv) your credit card details, rewards information, online user accounts details and any frequent flyer or travel partner program affiliation; (v) any information necessary to fulfill special requests (e.g. preferences that require specific accommodations, purchase of goods and services); (vi) information you provide regarding your marketing preferences or in the course of participating in surveys, contests or promotional offers; (vii) information collected through the use of closed circuit television systems, card key and other security systems; (viii) contact and other relevant details concerning corporate accounts employees, vendors and other third parties We provide services to (e.g., travel agents or meeting and event planners); (ix) additional contact information about you that we may obtain through third parties We provide services to or otherwise transact with (e.g. travel agents or similar providers). We may collect this information through a variety of ways, including from you directly, from our affiliates and from third parties with whom we do business (e.g., such as travel agents, airlines, event planners or similar providers). In certain cases you may be requested to provide personal information about others to us (for example, individuals for whom you are making a reservation). In such cases, we rely on you to obtain such other persons' consent for disclosing their information to us which we will use in accordance with the terms of this Privacy Policy. You may always choose what personal information (if any) you wish to provide to us. If you choose not to provide certain details, however, some of your transactions with us may be impacted. We may use personal information in a variety of ways, including through personal contact, via our Website, through emails and correspondence, and through third parties, such as travel agents and other business partners. We use personal information for the purposes set forth in this Privacy Policy, or as permitted by law. In general, We use personal information in order to: (i) provide the services you request, such as facilitate reservations, send a confirmation, send you a pre-arrival message and provide other information

about the area and the Hotel; (ii) provide you with information about meeting, event or celebration planning and access to specific account information for administrative purposes; (iii) send you periodic customer satisfaction, market research or quality assurance surveys; (iv) send you offers and promotions from Us and from Our affiliates which we believe will be of interest to you including, exclusive offers, hotel openings and last minute rates; (v) learn about our market and improve our products and services; and (vi) assist with the planning of meetings and events.

3.5. Sharing Information with Third Parties. We take the privacy of our Customers very seriously, and We do not sell, rent, or otherwise provide your personally identifiable information or details to third parties, except as described in this Privacy Policy, including as set forth in Section 3.3 above. We will also not share other personal information generated through engagement with other services, without your explicit consent or in order to carry out your instructions unless, disclosure is reasonably necessary in our opinion, in order to perform any of the following actions: (i) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders and decrees and/or other compulsory disclosures required by governmental authorities and/or agencies; (ii) enforce this Privacy Policy, the Terms or any other engagement between you and Us; (iii) respond to customer service inquiries; (iv) report to your legal representative (if any); or (v) protect the rights, property or personal safety of Carmella, Our Customers or the public in general. Notwithstanding the aforementioned, We may provide aggregated anonymous data about the usage of the Service to third parties for various purposes, in our sole discretion, including to prospective advertisers on the Website.

3.6. Statistics. We may use some or all of the information you provide us in order to perform certain statistical calculations, some of which may be presented on the Website; provided, however, that none of these calculations shall include any personally identifiable information or details, and you hereby waive and shall be prevented from raising any claim and/or demand from Us in this respect.

3.7. Links to Third Party Websites & Services. The fact that the Service links to a website or services or presents a banner ad or other type of advertisement does not mean that We endorse or authorize that third party, nor is it a representation of any affiliation with that third party. If you click on a link to a third party website or services, including on an advertisement, you will leave the Website you are visiting or Service you are running and will be transferred to the third party website and/or services. These third party websites and/or services may place their own cookies or other files on your computer or mobile device, and may collect data or solicit personal information from you. Other websites and services follow different rules regarding the use and/or disclosure of your personal information you submit to them. Because We cannot control the activities of third parties, We disclaim any responsibility for any use of your personal information by such third parties, and do not guarantee that they will adhere to the same privacy and security practices as Us. You are therefore encouraged to read the privacy policies, terms of use or statements of other websites and Services you visit before providing any personal information.

4. Using the Website, Applications & Service We receive information when you use the Website or applications (for iPhone, Android, etc.). For example, we know when you click on ads, install Our mobile application, share information etc. All the aforesaid information shall not be deemed private, and We may use it in any way we deem advisable.

5. Cookies, Advertising & Internet Communications Standards

5.1. Cookies. Cookies are alphanumeric identifiers that We and Our service providers may transfer to your computer, mobile phone or other device, that allow Us to recognize you as a Customer when

you return to the Website and/or when using the same computer and web browser. Through the cookies, Our systems shall recognize your browser to track Website usage trends, to improve the quality of our Service, to customize your experience on the Website, as well as to deliver third-party advertising to Customers both on and off the Website. You can remove or block cookies using the settings in your browser, but in some cases doing so may impact your ability to use the Website and might diminish the level and diversity of Service you receive from Us. In the course of serving advertisements or optimizing the Service to Our Customers, we may allow authorized third parties to place or recognize a unique cookie on your browser. Any information or details provided to third parties through cookies will not be personally identifiable, but may include general segment information for the enhancement of your user experience by providing more relevant search results and/or advertising. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. We shall have no responsibility to you with respect to cookies.

5.2. Advertising. To support the Service, as well as to provide a more relevant and useful experience for our Users, we may target and serve, at no cost to our Customers, our own ads and third-party ads both on and off the Website using ad networks or web beacons. Ad networks include third party ad servers, ad agencies, ad exchanges, ad technology vendors and research firms. We shall not provide any personally identifiable information or details to any third party ad network.

5.3. Internet Communications Standards. Due to the communications standards on the Internet, when you visit the Website We automatically receive the URL of the site from which you came from and the site to which you are directed to when you leave the Website. Additionally, advertisers receive the URL of the page you were on when you click on an ad on the Website. We receive the internet protocol ("IP") address of your computer (or the proxy server you use to access the World Wide Web), your computer's operating system and type of web browser you are using, e-mail patterns, your mobile device (including your UDID) and mobile operating system (if you are accessing the Website using a mobile device), as well as the name of your ISP or your mobile carrier and certain additional information. We may also receive location data passed to Us from third-party services or GPS-enabled devices that you have enabled. The link between your IP address and your personally identifiable information or details is not shared with third parties without your permission, except as specifically provided otherwise herein.

6. Third Party Service Providers We will not share your information with any third parties, except that we may disclose your personal information to third parties who perform services for us, including Website maintenance and verification of information. Those third parties shall have access to a limited portion of your information necessary to perform their functions, and for no other purposes.

7. Compliance with Legal Process Without derogating from the provisions of Section 3.4 above, it is possible that we may need to disclose personal information and details and/or information about your activities as a Customer when required by subpoena, decree or other legal process, or if We have a good faith belief that disclosure is necessary to: (i) investigate, prevent or take action regarding suspected or actual illegal activities or to assist government enforcement agencies, including for purpose of detecting fraud; (ii) to enforce the Terms, to investigate and defend Carmella against any third party claims or allegations, or to protect the security or integrity of the

Website; and (iii) to exercise or protect the rights, property or personal safety of Us, Our Customers, employees or of any third party.

8. International Information Transfer We may transfer your information, including personal information, to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the U.S, European Union or other regions with laws governing privacy, data collection and use, please note that you are transferring information, including personal information, to a country and jurisdiction that does not have the same privacy and data protection laws as your jurisdiction, and you consent to the transfer of information to Israel and/or to other countries, and to the use and disclosure of information about you, including personal information, as described in this Privacy Policy.

9. Security We have taken technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure using high standards of information security. As part of such measures, access to your personally identifiable information is restricted to employees on a need-to-know basis who shall use only such portion of the information required to provide products and/or services to Customers. However, due to the nature of the Internet, We cannot guarantee that unauthorized third parties will never be able to overcome those measures or use your personal information for improper purposes. It is your responsibility to protect the security of your login information. Please note that e-mails and similar means of communication are not encrypted, and we strongly advise you not to communicate any confidential information through these means.

10. Contacting Us For any questions about our Privacy Policy or any other issue please contact Us by sending your request to the following e-mail: info@Carmellahotel.co.il.

11. Order of Precedence In the event of a contradiction or discrepancy between the provisions of this Privacy Policy and any of the provisions of the Terms, the provision most beneficial with Carmella shall prevail and supersede in all respects, and you hereby waive and shall be prevented from raising any claim and/or demand from Us in this respect.