

We would like to draw your attention to the information provided below as an integral part of your order, which together with the order form constitutes the contract between you and the travel agency.

### 1. Definitions

The "Travel Agency" or "Noah Tourism" - Noah Tourism Ltd., P.O.: 2022/394093/07 of 74 Queen Victoria Street, Cape Town, orders the travel services for you from the various service providers in accordance with the details specified in your order.

Ordering the travel services from the service providers is subject to availability.

### 2. Warranty

The sole responsibility for the actual provision of the services rests with the service providers, including special requests with regard to the hotel and/or airline and/or any other service that will be forwarded by the travel agency to the relevant service providers, unless an error has occurred by the travel agency. In any case of a malfunction and/or discrepancy, the customer must contact the appropriate service providers as soon as possible directly or with the help of the travel agency. Noah Tourism undertakes to make the reservation skillfully, to provide the service providers with the information relevant to the transaction and to verify that the reservation is suitable for the request. However, Noah Tourism will not be responsible for unexpected malfunctions that are beyond its control if they occur with the service providers, unless it knew or should have known in advance about that actual malfunction or disruption.

Noah Tourism is not responsible for any damage, direct or indirect, to the body or property, which may be caused during the trip or due to its cancellation or changes to it, for any reason whatsoever, including due to accident, loss, theft or expenses that the traveler had to spend for them. It is the duty of every passenger to take care of himself for full and suitable insurance for the trip.

### 3. Flights

Flight details may change after booking, including dates, route and airline details. The responsibility for delays, changes and cancellations, loss/delay of baggage rests with the airline, depending on the circumstances. Attention is drawn to the updated flight details on the flight ticket and the general conditions of the ticket, which are binding on the airline / service providers. What is stated in this section does not prevent the passenger from any remedy in the law against the service providers for the change, including, in case the law allows it, the cancellation of the transaction.

Orders for a kosher and/or vegetarian meal on the flight are a request only, and the travel agency is not responsible for non-delivery, but only for forwarding the order to the airline, in accordance with the airline's procedures.

The airline requires you to report to the flight counter upon departure or return at least three hours before the flight time stated on the ticket, and this is for security reasons and in order to complete departure arrangements. The travel agency will not be responsible for any damage caused to the passenger as a result of the passenger being late to check-in.

If the passenger does not show up for any flight from the total transportation route without the consent of the service provider, all of the customer's onward flights will be automatically canceled (for example: failure to arrive on the "outbound" flight from the booked "round trip" route will result in the cancellation of the "return" flight) and thus Non-refundable.

#### 4. Hotels

A- The responsibility for the rooms in the hotel and/or the quality of the facilities and/or the service in the hotel, including the air conditioning system, is the sole responsibility of the hotel and/or the service provider. In the event of a special request by the passenger, the travel agency will ensure that the request is forwarded to the service provider or the hotel, but there will be no obligation on its part towards the customer to fulfill it, unless the customer is confirmed in writing that his request has been approved. When a special request included in the order concerns essential requirements for the customer due to his unique needs which were clarified by the customer as part of the order form, the travel agency will check with the service provider whether his request can be fulfilled and will notify the customer of the results of its inspection prior to the final approval of the order.

B - The travel agency is not responsible in the event of a nuisance due to renovations and/or construction at the hotel or near it, provided that it provided the passenger with any information it knew or should have known about said nuisance when making the reservation.

C- Some of the services offered by the hotel are seasonal and do not operate all year round. The travel agency will not be responsible for complaints if one of the services was not active, unless it provided the customer with misleading information in this regard or refrained from providing information or conducting an inquiry despite being asked to do so by the customer.

D- Paid facilities and services - Additional services provided at the hotel such as sauna, gym, television including paid movies, room service, parking, Internet services, tennis courts, umbrellas, towels in the swimming pool, massage, etc., are partly provided for a fee.

You should inquire at the hotel before using certain facilities, whether the use of these facilities involves a fee. Check with the hotel which of the mentioned services are free to use or without additional charge. The travel agency will not be responsible for such payment requirements.

The time of entering the rooms and leaving according to the hotel's conditions, regardless of the flight times.

And - the placement of the rooms - the reservations are made for a room category in the hotel. We cannot guarantee a customer's requirement for the location of the room.

G- It is hereby clarified for your information that upon your arrival in the destination country, in case of over-occupancy, you may be transferred to an alternative hotel of a similar or higher level. The rating of the hotels as provided to you is in accordance with the rating used in each country.

#### 5. Health and vaccinations

The travel agency is not a qualified medical entity and is not authorized to give advice or instructions on medical issues, therefore you should contact the health bureau in the area of residence or a geographic medicine clinic in the hospital in the area of residence, sufficient time before the departure date to receive instructions regarding vaccinations and medications. In any case, the travel agency will not be responsible for cases of trip cancellation due to medical problems related to vaccinations and these medications, and the cancellation fee will be applied to the customer according to the cancellation conditions detailed in the booking conditions.

In accordance with the instructions of the health authorities in Seychelles, before any aircraft lands in the country, a disinfection process is carried out with the aim of preventing damage to the delicate ecological fabric of Seychelles.

#### 6. Insurance

It is recommended that the customer take out appropriate, comprehensive and extensive insurance according to his needs, including a personal and luggage insurance policy with any insurance company he deems appropriate, and insure himself and his luggage for all direct and indirect damages that may be incurred during the trip due to an accident and/or violence, robbery, theft and loss of luggage and/or the documents, such as the flight tickets, the passport, etc., without which he may lose part of the trip. If the customer chooses not to do so, the sole responsibility for the results of not taking out the aforementioned insurance will apply to him alone. Noah Tourism recommends that the customer choose the broadest insurance that also includes medical and hospitalization expenses and indirect damages that may be incurred by the traveler during the trip due to circumstances beyond his control and beyond the control of the travel agency.

#### 7. Passport and visas

The customer must ensure that all passengers (including minors) are equipped with a passport valid for at least 6 months from the date of departure from the country in a way that will cover the entire period of stay abroad, with appropriate entry visas for each country on the travel route and that the passport has at least one blank page free of any stamps or stickers. For each country visited according to the itinerary. Also, the customer must indicate to the travel agency if any of the passengers have a non-Israeli passport.

It is mandatory for an Israeli citizen, whether he holds one or more citizenships, to enter and leave the country's borders using only an Israeli passport. Entry into the various countries is based on the identity of the entrant, and the law of the country may change from time to time. Handling the passport, entry visas, etc., is the sole responsibility of the customer.

#### 9. Prices

In the case of a change to a law of the rate of port taxes, security levies and/or any other tax or levy applicable to the passenger from the day of the reservation until the day of service delivery, the difference resulting from the change in the amount of these components will be paid to the customer or the travel agency, as the case may be. In the event that there is a change in the price of the "fuel levy" charged by the airlines, the instructions below will apply:

In the event of a change in the "fuel levy" that will come into effect after a ticket is made or after the passenger has paid the travel agency for a flight ticket, including partial payment or payment by providing a credit card number, there will be no change in the price of the ticket to be paid by the passenger. In the event of an increase in the "fuel surcharge" that will take effect before a ticket is issued and before the passenger has paid the travel agency any payment for the flight ticket, the travel agency will be entitled to charge the passenger the difference resulting from the change, provided that the agency notified the passenger of the expected change immediately after it became aware of it, and did as much as she can in order to allow him to pay the price of the ticket without being charged for the aforementioned difference. In the event that the agency decides to charge the passenger a supplement for an increase in the "fuel levy" according to this section, the customer will be given the option to cancel his order within two days from the

date of notifying the customer of the supplement, and on the condition that in the meantime no ticketing is done according to the customer's instructions, and this without charging a cancellation fee.

#### 10. Cancellation fees in remote sales transactions<sup>(OBJ,TOB)</sup>

Noah Tourism, being a South African company, is not necessarily subject to consumer protection laws in Israel.

#### 11. Refunds

In the event that the customer is entitled to any refund, the refund will be made according to the dollar rate at which the customer was charged. There is no refund for services or parts of services that were not used abroad, unless the customer acted in accordance with the travel agency's instructions.

#### 12. The number of days

In the number of days for the trip, the day of departure from Israel and the day of return to it are calculated, which are only partially used. Departure and arrival times from/to Israel are subject to change according to airline schedules and in accordance with the law.

#### 13. Children

The customer must inform the handling travel agent whether the booker wishes to include children in his trip. To the extent that there is a discount, it will be subject to age as determined by each service provider.

#### 14. Disagreements

In order to be able to contact the service provider abroad to clarify the complaint, any claim that the passenger has against the travel agency and/or the service providers must be brought before the travel agency, within a reasonable time after the passenger's return to Israel.

#### 15. Receiving travel documents

The passenger must check the travel material immediately upon receiving it from Noah Tourism and make sure that all the reservation confirmations and/or vouchers are in his hands and that the details listed in them correspond to the reservation.

16. Some of the payments will be made by the customer directly to the service providers (airlines / hotels / drivers, etc.). Partial payment to suppliers does not detract from the customer's obligation to complete the payments to Noah Tourism.

17. Noah Tourism may add a customer to a group-reservation, provided that his addition does not impair its obligations to him and does not impair his orders.

18. Failure to complete the payment on the requested date by the travel agency may result in the cancellation of flights, car and hotels without compensation to the customer as well as the full or partial loss of the down payment, if paid.