

# Moovit TOD Terms of Service (en)

*Last Updated: 4 July 2021*

Moovit App Global Ltd. (“**Moovit**”, “**we**”, “**our**”, or the “**Company**”) invites you (the “**User**” or “**you**”) to use the transportation on demand (TOD) services made available via our website, web application (including, as part of any TOD Operators’ Transport Service through its own dispatch dashboard) and downloadable mobile application (the “**App**”) and related public transportation information services (collectively referred to as the “**TOD Service**”, as further detailed below).

By accessing or using the TOD Service, you acknowledge that you have read and understood the following terms and conditions (these “**TOD Terms**”), including our general [Terms of Service](#) and our [Privacy Notice](#) (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the TOD Service and you further acknowledge that these Terms constitute a legally binding and enforceable legal contract between Moovit and you regarding your use of the TOD Service.

In the event that you choose to use additional services provided by Moovit, you will also be subject to additional terms and conditions, as shall be provided in connection with such additional services, as applicable.

IF YOU DO NOT AGREE TO THESE TOD TERMS, PLEASE DO NOT CONNECT, ACCESS, OR USE THE TOD SERVICE IN ANY MANNER.

By acceptance of these TOD Terms, you represent that any and all information you provide to us through the TOD Service is true and accurate. The provision of any false or fraudulent information is strictly prohibited.

You further consent to receive communications from us electronically. We may communicate with you in a variety of ways, such as by e-mail, in-app push notifications or by notices and messages on the App.

## 1. **TOD Service**

**PLEASE NOTE:** THE APP MAKES USE OF DETAILED LOCATION AND ROUTE INFORMATION, INCLUDING IN THE FORM OF GPS SIGNALS AND OTHER INFORMATION SENT BY YOUR MOBILE DEVICE ON WHICH THE TOD SERVICE IS ACTIVATED. CERTAIN FEATURES OF THE TOD SERVICE CANNOT BE PROVIDED WITHOUT THIS TECHNOLOGY. THIS IS DESCRIBED IN FURTHER DETAIL IN THE MOOVIT [PRIVACY NOTICE](#).

In addition to the mobility information and trip-planning services Moovit provides via its App, Moovit partners with third party transportation service providers to provide you with integrated in-App services that enable you to seamlessly plan, purchase and use on-demand transportation services (“**Transport Services**”) offered by TOD operators (“**TOD Operators**”) in selected service areas, all directly from the App (collectively, the “**TOD Service**”).

While Moovit collaborates with its TOD Operators and integrates their on-demand services into the TOD Service provided to you via the App, your use of the TOD Service may require you to enter into separate and independent contractual relationships with any given TOD Operator, and your use of the Transport Services offered by such TOD Operators, including associated ticketing and fare payment services, and your ultimate use of the Transport Services provided by the TOD Operators is subject to the terms and conditions of carriage of the relevant TOD Operators you ride with, as applicable.

**PLEASE NOTE:** TOD OPERATORS ARE THIRD PARTY SERVICES AS SUCH ARE DEFINED IN OUR GENERAL [TERMS OF SERVICE](#). SUCH TOD OPERATORS ARE INDEPENDENT FROM MOOVIT AND MOOVIT IS IN NO WAY RESPONSIBLE FOR, LIABLE FOR, NOR MAKES ANY REPRESENTATIONS ON BEHALF OF SUCH TOD OPERATORS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT MOOVIT SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGES OR LOSS WHATSOEVER CAUSED, OR ALLEGED TO BE CAUSED, BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY GOODS,

SERVICES, CONTENT, DATA, PRODUCTS OR OTHER MATERIALS MADE AVAILABLE TO YOU THROUGH ANY THIRD PARTY SERVICES.

## 2. Eligibility

To use the TOD Service, you may be required to possess a form of electronic payment and comply with the terms and conditions of eligibility as provided in the [Moovit Terms of Service](#).

## 3. Privacy Notice and Data

Privacy. Moovit respects your privacy and is committed to protect the information you share with it. Our policy and practices with respect to the TOD Service and the type of information collected are described in our [TOD Privacy Notice](#). If you intend to connect to, access or use the TOD Service you must first read and agree to the TOD Privacy Notice.

Data. In order to provide you the TOD Service and offer you a seamless user experience, we must transfer certain data points belonging to you to third party TOD Operators, as detailed in our TOD Privacy Notice.

California Residents: Information regarding Moovit's privacy practices related to the California Consumer Privacy Act (CCPA) is available [here](#). PLEASE NOTE: when you "opt out" of certain data transfers and sharing of personal activities, Moovit will stop sharing your information with any transit services partners such as TOD Operators. As a result, we will not be able to offer you such on-demand transport services.

## 4. Intellectual Property Rights

The TOD Service, the design, logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, Moovit's proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the TOD Service and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered and/or capable of being registered (collectively, "**Intellectual Property**"), are owned and/or licensed to Moovit, and are subject to copyright and other applicable intellectual property rights under Israeli laws, foreign laws and international conventions. You may not copy, distribute, display, execute publicly, make available to the public, emulate, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Moovit's proprietary rights, including Moovit's Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in the Terms.

## 5. Availability

The TOD Service availability and functionality depends on various factors, such as communication networks software, hardware, and the TOD Operators, service providers and contractors. Moovit does not warrant or guarantee that the TOD Service will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

## 6. Changes to the TOD Service

Moovit reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the TOD Service (or any part thereof) without notice, at any time and at its sole discretion. In addition, you hereby acknowledge that the features and functionality provided under the TOD Service may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Moovit shall not be liable to you or to any third party for any modification, suspension, or discontinuance of our TOD Service.

## 7. Disclaimer of Warranties

USER ACKNOWLEDGES BY AGREEING TO THESE TOD TERMS THAT MOOVIT (AND ITS AFFILIATES) PROVIDE NO WARRANTIES AS TO THE PERFORMANCE, CORRECTNESS, FUNCTIONALITY OR SUITABILITY OF THE TOD SERVICE FOR ANY PARTICULAR PURPOSE. MOOVIT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE CONTENT AVAILABLE ON THE TOD SERVICE. THE TOD SERVICE (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA (INCLUDING WITHOUT LIMITATION ANY FARE DATA) AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

MOOVIT AND ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, "**MOOVIT**"), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA (INCLUDING WITHOUT LIMITATION FALSE OR INACCURATE FARE DATA), RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE TOD SERVICE.

**YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE TOD SERVICE, INCLUDING USE OF THE TRANSPORT SERVICES MADE AVAILABLE BY THE TOD OPERATORS THROUGH THE TOD SERVICE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.** LIABILITY FOR PERSONAL INJURY OR DEATH ULTIMATELY RESTS WITH THE TRANSPORT OPERATOR THAT ACTUALLY PERFORMS AND PROVIDES THE TRANSPORT SERVICES TO YOU AND YOU HEREBY WAIVE AND AGREE TO FOREVER RELEASE MOOVIT FROM ANY SUCH LIABILITY IN THIS REGARD, HOWEVER CAUSED.

#### **8. Limitation of Liability**

IN NO EVENT SHALL MOOVIT AND/OR ANY OF THE MOOVIT AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE TOD SERVICE, USE OR INABILITY TO USE THE TOD SERVICE, FAILURE OF THE TOD SERVICE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TOD TERMS, AND ANY OTHER ACT OR OMISSION OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE ACT OR OMISSION OF ANY TRANSPORT OPERATOR, DRIVER USERS AND/OR OTHER THIRD PARTY SERVICES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TOD TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR MOOVIT'S PROVISION OF THE TOD SERVICE TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF MOOVIT AND/OR ANY MOOVIT AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL MOOVIT'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO MOOVIT FOR USE OF THE TOD SERVICE. IF YOU HAVE NOT MADE ANY

PAYMENTS TO MOOVIT FOR THE USE OF THE TOD SERVICE, THEN MOOVIT SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

#### **9. Indemnification**

You agree to defend, indemnify and hold harmless Moovit and any Moovit Affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your use of the TOD Service (or any part thereof); (ii) breach of any term of these TOD Terms by you; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the TOD Service; (iv) your violation of any third party intellectual property rights, privacy rights or other rights through your use of the TOD Service or any personal injury, death or other harm caused to any person in connection with your use of the TOD Service or Transport Services; and (v) your violation of any applicable law or regulation.

#### **10. Amendment of Terms**

Moovit may change the Terms from time to time, at its sole discretion and without any notice, including the [TOD Privacy Notice](#).

#### **11. Termination of Service**

At any time, Moovit may block your access to our TOD Service and/or temporarily or permanently limit, suspend or terminate your access to the TOD Service, for any reason, at its sole discretion, in addition to any other remedies that may be available to Moovit under any applicable law. Such actions by Moovit may be taken if Moovit deems that you have breached any of these TOD Terms in any manner.

Additionally, Moovit may at any time, at its sole discretion, cease the operation of our TOD Service or any part thereof, temporarily or permanently, in your service area or otherwise, without giving any prior notice.

#### **12. General**

These TOD Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to the TOD Service or use of the TOD Service will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of the App and/or the TOD Service will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the District of Tel Aviv, Israel. If any provision of these TOD Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these TOD Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these TOD Terms without Moovit's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These TOD Terms are the entire terms and conditions between you and Moovit relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Moovit. Notices to you may be made via email or regular mail. We may also provide notices of changes to these TOD Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these TOD Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these TOD Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### **13. Contact**

If you have any questions (or comments) concerning these TOD Terms or the TOD Service, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable timeframe: [support@moovit.com](mailto:support@moovit.com).

By contacting us, you represent that you are free to do so and that you will not knowingly provide Moovit with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information provided, shall belong exclusively to Moovit, and Moovit may use or refrain from using any such information at its sole discretion.