

## Terms of Use Moovit - Pango Application and Website

### **1 . General**

- 1.1. The website <https://moovitapp.zendesk.com/hc/en-us/categories/360002450040-Payments-and-Validation> (hereinafter - "**Website**") and the Application provided for your use and for downloading via the website and/or your mobile device or other communication device (hereinafter - the "**App**") belong to Moovit-Pango Company, located at Petah Tikva, Hasivim 49 St. PC 561066115 (Hereinafter - "**App Operator**").
- 1.2. Downloading the App and its use by the user do not involve payment of a fee to the App Operator and/or the website. Payments made through the App will be done solely for the purpose of public transport fares as detailed below.
- 1.3. By downloading the App and/or using the service (as defined below) you indicate that you have read and understood this Agreement (hereinafter - the "**Terms of Use**") and given your consent to all the terms set forth therein and to other terms that appear on the App screens when in use.
- 1.4. These terms apply to the use of the App and the service by any other means (such as a cell phone, tablet, computer and the like).
- 1.5. It is clarified that the Terms of Use apply solely to the service described in this document, as specified below, which enables validation and payment of fares on public transport using a cellular App. The Terms of Use do not apply to additional services, as defined in this Agreement, which may be provided by the App Operator, for which a separate registration must be made and the terms of use relevant to the additional service shall apply.
- 1.6. **Please read the Terms of Use carefully before using the App and/or website. If you do not agree with any of the Terms of Use please refrain from using the App and/or the website and delete the App.**
- 1.7. A copy of this Agreement shall be sent by e-mail to the address you provide at registration.
- 1.8. The Terms of Use shall apply to any use of the App and/or the website by you, including use of the service, and constitute a binding legal Agreement between you and the App Operator. You may use the App and/or the website and the service only in accordance with that which is specified in this document.
- 1.9. In any case of a conflict between the provisions of the Terms of Use and the provisions of other agreements and/or provisions of other publications regarding the App and/or the website, these Terms of Use shall prevail unless explicitly stated otherwise.
- 1.10. This Agreement, as may be amended from time to time, shall be valid with regards to the relationship between the parties to the extent that it is not cancelled by the App Operator or the user. Cancellation of the Agreement shall be done in writing to the e-mail addresses of the parties, as detailed below.
- 1.11. You may re-read the Terms of Use at any time, insofar as they may be amended from time to time, at the location provided in the App and on the website.
- 1.12. This Agreement is written in the male gender for convenience purposes, but applies to both genders.

\* This usage Agreement does not apply to travel on the light rail in Jerusalem.

**\* The daily and monthly payment ceilings set forth in the public transportation fare control orders (as set forth below) shall apply when using the App and the transfer of a right or obligation from one App to another is not possible.**

**\* Any validation through the App will constitute the passenger's consent to a payment instruction to the App operator.**

## **2. About the service**

The service described in this document enables the validation and payment of a fare on public transport (hereinafter - "**payment order**") using a mobile App that allows, among other things, the establishment and use of a remote account for the purpose of payment (hereinafter jointly - the "**service**" or "**services**" or "**means of ticketing**"). Use of the service is contingent on agreeing to the Terms of Use.

It should be emphasized that any validation using the App, as described below, shall be deemed a payment order.

Any other service offered by the App Operator, including the receipt of messages unrelated to the service and advertisements, will be subject to a separate registration, consent and affirmatory approval by the user.

## **3. Settings**

- 3.1. **Means of payment** - credit card or bank card or direct debit instruction. In this document, "Credit card" and "bank card" within their meaning in the Debit Cards Law, 5746-1956, including debit card and international credit card, and excluding prepaid credit card.
- 3.2. **Travel fare** - Payment for any trip in respect of which the App Operator is permitted to charge passengers as provided in the Supervision of Commodity and Service Prices Order (Travel Fares on Bus Routes and Local Rail), 5763-2003, Commodity and Service Price Control Order (Rail Travel Fares) 5776-2015 and the Supervision of Commodity and Service Prices Order (Taxi Travel Fares) No. 2 (5777-2). This includes travel arrangements that provide specific concessions (beneficent profile, as defined below) and others as set forth in the above orders.
- 3.3. **The Law** - Payment Services Law, 5779-2019.
- 3.4. **Travel arrangement** - an arrangement that grants the right to travel on bus routes, trains, taxi routes and cable car.
- 3.5. **Remote account** - a personal account associated with the user enabling its consumption of a range of services based on information obtained from various sources (מח"מ). The services are provided to users of public transport services through a central system linked by technological means, including a cellular App or a website.
- 3.6. **requisitionist** - the Ministry of Transportation and Road Safety and/or the National Public Transportation Authority and those on their behalf.
- 3.7. **user and/or passenger** - any person who makes any use whatsoever of the App and/or website.

- 3.8. **Beneficent profile** - a user profile enabling the realization of an eligibility for concession on travel fares in accordance with the law and in accordance with the Ministry of Transport's procedures and criteria.
- 3.9. **Validation** - Verification of a fare payment.
- 3.10. **Increased fare** - A passenger who has not paid an individual fare or has not provided a licensed representative with confirmation of validation and/or payment of the fare for the said trip, must pay an increased fare published by the Supervisor of Transport B.P. 6774 dated 20 March 2014.

#### **4. Registering for the service and updating passenger profile**

- 4.1. In order to join the service and use its Application it is necessary to open a remote account which requires registration including the submission of personal details including a payment method. As part of the registration, you will be asked to provide personal details which shall include, among others, full name, ID No., minimal essential contact details and a payment method for charging purposes. You are not required by law to complete the details requested as part of the registration for the service, but if you choose not to provide the requested details we will not be able to provide you with the service entailing the provision of such details.
- 4.2. A passenger with the right to a specific concession, including a senior citizen, shall be asked to create a beneficent profile and transfer all the documents required for this purpose, during registration or at any time thereafter. It should be emphasized that without creating a suitable profile on the basis of all the necessary documents, the creation of the profile and realization of the right to a concession will not be possible.
- 4.3. **Users' attention is drawn to the fact that no multiple eligibility for a concession is possible and in the event that a user is awarded more than one beneficent profile in error, the user shall be entitled to the highest concession from amongst them.**
- 4.4. The right to specific concession as part of the aforesaid beneficent profile is personal and non-transferable in registration and/or use.
- 4.5. **The default fare charged to a user will be in accordance with a standard travel arrangement. A passenger who is legally entitled to a travel arrangement under a beneficent profile, including a concession under the Senior Citizens Law, will have to comply with all of the following in order to create a beneficent profile in the App and exercise its entitlement. A passenger who does not meet all the terms, including approval of the beneficent profile as stated in Section 4.2 above, will not be entitled to exercise its entitlement and may not raise any demand and/or claim and/or suit against the App Operator and/or requisitioner.**
- 4.6. In order to obtain a beneficent profile, in accordance with any law, the user is required to provide photocopies of records, documents and appropriate certificates attesting to its eligibility. A user who does not take action to update its beneficent profile will be set as a default profile. Receipt of specific concessions enabled by the beneficent profile is contingent upon completion of the required procedure in the App, including the furnishing of all the required documents and receipt of approval for the beneficent profile. **It should be emphasized that failure to complete the required details and attach the said documents will preclude you from entitlement to concessions on public transport.** Once you receive confirmation of your joining in the App, you may proceed to use it and the service.

- 4.7. The data you provide when joining as mentioned, shall be retained in the App Operator's database and its use shall be subject to the Privacy Policy as set forth below.
- 4.8. The user declares that all the details provided by it as part of the registration for the service are correct and accurate.

## **5. Use of the service**

- 5.1. When entering a public transport vehicle or a station in which a public transport vehicle is operating, the user of the service must perform a validation action. Validation is performed as follows:
  - Means of transport with a gate: In stations with a gate, the user must perform validation by initiating a request in the App. The validation authentication received will be displayed as a QR code which must be presented to the authentication device at the gate. An identical procedure must be followed for the purpose of opening the station gate at the exit.
  - Means of transport in which there is no gate and the validation is performed on the vehicle: to perform the validation, the QR code located in the transport vehicle must be scanned and the destination of the trip declared.
  - Means of transport in which there is no gate and the validation is performed outside the vehicle: to perform the validation, the QR code located in the station must be scanned and the destination of the trip declared.
- 5.2. Validation must be performed prior to use of any public transport, and at the end of use when the means of transport includes a gate. A validation action must also be performed when the user uses a number of transport vehicles in sequence, including transit journeys made within 90 minutes of the previous validation.
- 5.3. Following the validation action, the user's remote account in the App will receive a validation authentication in the form of a QR code. The user must verify receipt of the validation authentication.
- 5.4. Completion of the validation action is contingent upon the completion of the required details in the App, including details regarding type of transportation and the details of the departure and destination stations of the trip.
- 5.5. The App Operator may not approve the execution of a validation if the payment method provided at the time of registration is not valid or when the user has a debt that has not been settled for the use of the service or for any other reason determined by the requisitioner. In such a case, the user shall not be entitled to make any demand and/or claim and/or suit against the service operator and/or the requisitioner.
- 5.6. The user will be able to log in to the remote account and present the QR code confirming the validity of the trip, if required to do so by the supervisory and enforcement bodies of the requisitioner or those acting on its behalf.

## **6. Payment**

- 6.1. Downloading the App and using the service do not incur a fee or payment, with the exception of payment of the fare for use of the public transport.

- 6.2. The fare amount for the use of public transport, including types of travel arrangements and additional concessions on the basis of the user's profile, are determined by orders under the responsibility of the Ministers of Finance and Transportation, by virtue of the Commodity and Services Supervision Law, 5718-1957.
- 6.3. Payment in respect of a fare is performed via the App, by way of charging the method of payment the details of which were submitted upon joining the service. The fares are calculated on a monthly basis according to the user's usage that month. Registration of the user for the service constitutes its consent and approval to the debiting of its payment method as detailed above.
- 6.4. Collection of payment:
  - 6.4.1. Collection of payment from users whose credit card details are up to date in their account shall be done by way of a standing order, on the 25th day of each calendar month for the following month.
  - 6.4.2. Collection of payment from users whose account contains a debit card or a credit card issued outside Israel will be executed at the end of each day.
- 6.5. The payment method must be valid at the time of registration and at all times during the use of the App and service. The App makes it possible to change the payment method provided during registration in order to meet this requirement.
- 6.6. The user is obliged to notify the App Operator as soon as it becomes aware that the payment method provided has expired or there is some impediment to debiting it or another payment method.
- 6.7. By providing the details of the payment method, the user undertakes that it is entitled to make use of it.
- 6.8. Once the payment is approved, a confirmation will be sent to the email address you provided when joining the service.
- 6.9. The user will be able to log in to the linked account and view its travel history and usage details for a period of up to 90 days.
- 6.10. Without derogating from the generality of the following regarding the revocation of use by the App Operator, if the App Operator has not been able to collect payment for fares from the user through the payment method provided by it, the Operator may take action for the collection of the debt in any manner available to it by law and at its discretion. The user shall bear the full cost of collecting such debt.
- 6.11. If the user wishes to dispute any charge which it has been charged, it should contact the Operator as soon as possible and no later than 45 days following the displaying of the charge in its account.
- 6.12. The App enables validation and payment of a fare on behalf of another passenger other than the user on public transport. In this case the full lawful fare will be charged to the user, for a single trip, without the 90 minutes transit right, without specific concessions or temporary and/or periodic arrangements to which the other passenger may be entitled, and without calculating the trip fare in the App, a facility available to the user only.

## **7. Increased tariff for non-validation and/or payment**

The signing of this document also constitutes a declaration by the user that it is aware of its obligation to validate and pay an individual fare and/or provide a licensed representative with confirmation of validity and/or payment of the fare for the trip, otherwise it will be required to pay the fare in accordance with the provisions for increased tariff published by the Transport Supervisor B.P. 6774 dated 20 March 2014.

## **8. General Terms and Conditions and amendments to the Terms of Use**

- 8.1. The App is provided to the user "as is" and in accordance with its availability and without any commitment and/or representation and/or warranty of any kind, and the user shall have no claim, suit or demand towards the App Operator and the requisitioner in respect of the service, its capabilities or limitations. The App Operator and requisitioner will not be liable to the user or to a third party for any damages and any loss or damage of any kind caused to any person in relation and/or resulting from the service and/or from the use of the App.
- 8.2. The availability of the App and the functionality of the service depend on many factors which are beyond the control of the App Operator, including software, hardware, communication networks or other third parties (including those providing cloud storage and cellular services). The App Operator will not be liable for damages caused as a result of a disruption or malfunction which are beyond its control, provided it made a reasonable effort to prevent them.
- 8.3. The App Operator will be permitted at any time to block your access to the website and/or to the App and/or to execute actions therein, and to the service, all or part, temporarily or permanently, at its sole discretion, including in all the following cases: a concern that you have violated the Terms of Use, concern that improper or unauthorized use has taken place, payment from the user has not cleared on time or in full, a concern that any other provision of this user Agreement has been violated and/or a provision which appears on the App's screens and/or on the website and/or the provisions of the law or due to considerations related to information security and risk management, all in addition to any other remedies which may be available to the App Operator under any law. The App Operator shall notify the user immediately following the blocking, through the website or the App or by e-mail.
- 8.4. The App Operator reserves the right to take any action it deems fit and at its sole discretion to ensure the security of the website and/or the App.
- 8.5. The App Operator reserves its right to request additional details for the confirmation of the payment method.
- 8.6. The user acknowledges and agrees that the App Operator is not liable to it or to a third party in respect of a blocking of access to the website and/or to the App following the user's non-compliance with its obligations under this Agreement, including in connection with payment of a fare. The termination of access will not change and/or cancel any debt created as a result of the use of the website and/or the App and/or the service.
- 8.7. The service requisitioner shall be entitled to order the App Operator to terminate the use of the App by a user who in the course of a year of usage (from the date of registration to the App)

denied two or more transactions, in whole or in part, and upon examination it was found that they had been executed and the operator has full documentation regarding the validation and the details of the trip.

- 8.8. Information received from third parties - certain information and data appearing in the App as part of the service are received from third parties. This information is provided to you as is, without any obligation on the part of the App Operator or the requisitioner or without any kind of warranty on their behalf, explicitly or implied.
- 8.9. The App Operator and the service requisitioner do not guarantee that the information and data appearing in the App and which are received from any third parties shall be accurate and/or error-free and do not guarantee the correctness or reliability of this information and data.
- 8.10. The user is obliged to notify the App Operator, as soon as it becomes aware of it, in all the following cases: unauthorized use of its remote account, loss/theft of its mobile phone, loss/theft of its credit card. Such notification shall be sent by the user to the App Operator's service centre.
- 8.11. The user shall be responsible for any use of its account, including use not authorized by it, with the exception of the misuse of its credit card in accordance with the provisions of the Debit Cards Law, 5746-1956.
- 8.12. In order to set up the remote account and make use of the service you must be eighteen (18) years and above. If the user is younger than 18 years, the use of the App and/or the website is contingent on obtaining a guardian's approval of the Terms of Use and the Privacy Policy specified therein. In the event that the minor is aged 14 and above, the consent of the minor itself is also required. If no explicit consent has been received from the guardian, this Agreement is not valid and you must not make any use of the website and/or the App, including the services offered through them. In the event that the App Operator or requisitioner is informed that a person under the age of 18 is using the services not in accordance with the terms mentioned above, the App Operator shall be entitled to take any action it deems fit and at its sole discretion, including blocking the user from receiving the services and terminating its account.
- 8.13. The App Operator is entitled to make changes in the Terms of Use at any time, at its sole discretion, and subject to the publication of material changes in the App pages and/or on the website. Your continued use of the App and/or website and the service following such changes to the Terms of Use will constitute your consent and acceptance of the changes.

## **9. Prohibited uses of the App**

The user is not permitted (whether itself or by anyone on its behalf): (a) To use the service for any illegal, immoral, and/or unauthorized purpose and misuse and/or make unreasonable use in relation to the purposes for which the service was intended; (b) Use the service for commercial or non-private purposes without the express prior written consent of the App Operator and the requisitioner; (c) Impair or disrupt the operation of the App or the servers and networks storing it; (d) Bypass all measures used by the App Operator to protect users' privacy; (e) Create a browser environment or demarcate (frame) or create a copy (mirror) or create deep linking to any part of the service without the express prior written permission of the App Operator; (f) Create a database by systematically downloading and storing all or part

of the content, including through automated tools and technologies for scanning data, mining data and/or automatically retrieving or collecting information from the application (“automated data mining tools”, “crawlers”, etc.); (g) Transmit or make accessible in any other way, in connection with the App, any virus, worm, Trojan horse, bug, spyware, malware or any computer code, file, application or other software which may be harmful, or are intended to impair the operation of the App; (h) Violate any of the terms of the Agreement.

## **10. Commercial content**

**The App Operator may publish in the App and/or on the website a variety of commercial content such as advertisements and/or push notices, submitted for publication on behalf of third parties and which are not based on information received by the App Operator as a result of your use of the App and/or the website.**

**The App Operator may contact the user and suggest it registers for advertisements and/or push messages, and request user’s affirmative consent.**

## **11. Changes in the App, termination of service and support**

11.1. The App Operator is under no obligation under this Agreement to provide upgrades, changes or new versions of the App. However, the App Operator may from time to time release upgraded versions of the App and may automatically upgrade the App version. You grant your consent to such upgrades and agree that the Terms of Use shall apply thereto.

11.2. Validation and payment services are the main purposes of the App. The App Operator will maintain this service format. However, the App Operator may from time to time change the structure and form of the App without compromising its validation and payment service format. The user will not have any claim, suit or demand against the App Operator in respect of such changes or faults that may arise in the course of carrying them out.

11.3. Without derogating from the above, the App Operator may change or delete all or part of the App and/or the website, with the exception of deletion of parts of the App relating to validation and payment services, at its sole discretion, and cease at any point to provide the services in the App, in whole or in part. The App Operator shall publish a notice in the App regarding the termination of services a reasonable time in advance.

11.4. The App Operator makes every effort to maintain the integrity of the App. If you become aware of an error in the App, please notify the App Operator.

## **12. Termination/cancellation of the contract by the user**

You may stop using the account by closing the remote account. This must be done in writing to the App's customer service centre. Upon serving of such notice, the contract will end within 3 business days. The termination of the said contract does not detract from and/or cancel the user's obligations and/or payments to which it was liable prior to the termination of the contract, and these will be debited on the user’s fixed payment date. The user undertakes not to cancel these payments with the credit company.

It is clarified that in the event that a user is a customer of other services offered by the App Operator within the App and/or the website and which are beyond the service defined in this Agreement, closing the remote account does not constitute termination of the user's contract with these additional services. Cancellation of the user's contract with other services approved

by it as mentioned is as specified in the Terms of Use and Privacy Policy of the additional services.

Please note that cancelling the registration will block the login to the remote account and the possibility of making any further use of the services. To the extent that you wish to use the services again in the future, you will need to re-register for the service.

Please note that deleting the App does not close the remote account. If you delete the App and reinstall it, we will identify you and present you with the active remote account.

It is not possible to transfer a remote account between different App Operators.

## **13. Privacy Policy**

### **A. The purpose of the Privacy Policy**

- 13.1. The App Operator and the requisitioner respect your privacy and are committed to protecting the information you share. The purpose of the Privacy Policy is, among other things, to explain the policies and procedures in relation to users' privacy regarding the collection and use of the various types of information received from you when using the service, including the purposes of collecting and using the information and providing such information to third parties.

### **B. Types of information**

- 13.2. The Privacy Policy applies to two types of information, which differ from each other. "**Personal information**" is the set of data that may in itself, or when placed side by side, be used to identify a person, including first and last name, ID number, payment details, e-mail address, date of birth, and any other personal information provided and/or received by the App Operator in the course of using the service.

In contrast to personal information, "**statistical information**" is information that includes various data that does not identify and cannot lead to your exposure and disclosure of the source of the data.

### **C. General description of the collection and use of information**

- 13.3. All user information and all data provided and/or received from the App Operator in connection with the service as defined in this Agreement, including personal information you provided containing your personal details, payment method, usage history and location data, and information regarding your use of the service through the App or website and/or in the framework of contacting the App Operator's customer service are stored in the App Operator's database.

Unidentified personal information related to the type of user profile, usage history and location data actioned by you in the App will be passed to the requisitioner and will be stored in a separate requisitioner database. All information provided to the requisitioner is not identifiable.

### **D. Personal information**

- 13.4. **Where is personal information gathered from?** - The personal information is gathered from the details you provided as part of the account opening process, validation of a trip, auditing and/or any another procedure that you performed or which was automatically received or a service you chose to receive in the course of using the App and/or the website and/or within the context of customer support provided by the App Operator, where calls were recorded, whether or not you completed the entry of the information in the relevant fields and submitted it.

- 13.5. **What are the purposes of collecting and using personal information?** - The personal information is collected for the purpose of providing the service, which is the validation and payment of a fare on public transport through a cellular App. The information collected enables the registration of users for the service, validation by the users, accounting and billing of trips, operation of a customer service centre and providing a response to users regarding the service, including inquiries, credits and denials.
- 13.6. **Is there a legal obligation on the user to provide the personal information?** - The information provided by you to the App Operator is provided by choice, with your consent, of your own free will and **you are not legally obliged to submit such information**. If you decide to enter the details and/or provide personal details, this shall be deemed as your consent to the delivery of the details and their collection in accordance with these Terms of Use and Privacy Policy and that which is stated in the App and/or website and you shall not have any claim and/or demand and/or suit against the App Operator and/or the requisitioner and/or someone on their behalf in this regard.
- 13.7. **What personal information is collected and stored in the database?** - The personal information collected and stored in the database can be divided into three stages:

**1. Registration for the service -**

In order to join the service and use the App, you must provide a full name, ID number, telephone number, details of payment method for billing purposes (details are not stored in the database but with a clearing company), and an e-mail address. The provision of such personal information by the user is necessary for the use of the service and if you choose not to provide the requested details, we will not be able to provide you with the service.

By submitting your personal information at the registration for service stage, you agree to receive inquiries and/or messages in connection with the service through the contact information you provided in the App and/or on the website. The contact information is only required for the purpose of contacting you. You may provide the minimum details required for this, at your convenience.

**2. Creating a beneficent profile (in the event that the user seeks to exercise entitlement to a specific concession in fares) -**

In order to obtain a beneficent profile, personal information must be provided, which may include, among other things, photocopies of records, documents and appropriate certificates (including medical) attesting to eligibility, in accordance with the optimal beneficent profile requested. The provision of this personal information is necessary for obtaining a beneficent profile, and to the extent that you are entitled to a beneficent profile you will not be able to enjoy this right as part of the service without providing the requested personal information.

**3. Use of the Service -**

While using the service, the following personal information shall be collected and retained -

Trip access point, validation time, the number of additional passengers (if any), the location of the user (according to GPS, when traveling by public transport with no gates); Public transport exit point (when travelling through closed stations).

13.8. **Can the App Operator request additional personal information as part of the service?** - The database for the payment and validation service includes the minimum details required for the provision of the service. The App Operator is entitled to request additional personal information from the user, and this may be provided at your discretion, of your own free will, when using the App and the service, **and will not constitute a condition for receiving the service**. Additional information as stated in this section may include your age and place of residence, other contact details, your marital status and various details concerning your financial status and services you may be interested in, your professional training and education and other information the delivery of which depends solely on the user's consent and which are not necessary for the purpose of providing the service.

13.9. **What uses will be made of personal information?** The permitted uses of users' personal information collected are as follows:

- Operate, manage and provide the service, including monitoring for the purpose of providing and improving the service (such as: user identification, call handling, technical support service and fraud detection). The App Operator will use personal information to answer users' questions regarding the use of the service, as well as for the provision of technical support.
- Financial accounting and control in collaboration with public transport operators.

13.10 **How long will personal information be retained?** - The information and data regarding the users will be retained in the App Operator's database for the minimum periods required for fulfilment of the purpose of use of the information as described in this Agreement, to protect or assert legal rights, and in accordance with the requirements of the law. In the event that the contract is terminated by a written request from the user, the personal information retained in connection thereof will only be such information as may be required for the purpose of protecting or discharging legal rights in accordance with the requirements of the law.

13.11 **Is the personal information transferred to third parties?** - The App Operator may transfer the personal information to service providers on its behalf ("third party") for the following purposes and uses only:

Operation, support and service provision - including viewing of personal information by the third party for the purpose of responding to inquiries and performing calculations as part of the service (issuing invoices to users, calculating the amount to be paid, debiting users).

Processing of personal information for the purpose of "anonymization" (removal of identifying information) - the App Operator may transfer the personal information to a third party who will process the information for the purpose of anonymization. After anonymization is performed, the third party will delete the personal information and not make any use of it.

Without derogating from the above, the App Operator and the requisitioner may share personal information with third parties in the following cases: (a) For compliance with the requirements of any law; (b) For the purposes of a legal proceeding, orders, including disclosure orders or requests by a governmental, regulatory and/or any other competent authority; (c) To enforce this Privacy Policy or the Terms of Use, including within the context of an investigation into possible violations of the Privacy Policy or Terms of Use; (d) For the detection, prevention or otherwise dealing with fraud, deception, misuse or security and safety issues as well as technical problems; (e) In accordance with your express approval prior to disclosure.

## **E. Statistical information (non-personal information)**

- 13.12 "Statistical information" is information that includes various non-identifying data and which cannot bring about your exposure and disclosure of the data source.
- 13.13 The App Operator and the requisitioner may also collect information about you in a manner that does not identify you and which is non-personal information.
- 13.14 The information you provide and which may accumulate during normal use will be used in an aggregate manner (without the possibility of linking a user's details to the data) for the needs of research and planning by the requisitioner, including: reviewing of demand, needs and services related to travel by public transport. In this context, the approval of this Agreement constitutes individual approval for the use of such data as well.
- 13.15 The App Operator may retain non-identifying information without any restrictions.
- 13.16 Without derogating from the aforesaid, the App Operator and the requisitioner and other bodies engaged in data processing, shall be entitled to use non-personal information for statistical, analytical and research purposes, including for the purpose of adapting, developing and improving the online service and the services provided therein, as well as for the purpose of improving public transport and the road network.
- 13.17 Within the framework of using the service, anonymous, statistical and cumulative information gathered passively (i.e. information gathered without any action on behalf of a user) shall be collected and retained. Like many other apps, non-personal information may be automatically collected, which will be analysed by the App's operator and/or on its behalf in order to evaluate the manner in which visitors use the App and for its management, improvement and promotion of the service. The non-personal information may be disclosed to others and stored permanently in archives for future use. It is clarified that statistical and anonymous information is not subject to privacy protection laws and the App Operator and/or the requisitioner may collect, deliver and share this type of information with no restrictions.
- 13.18 Your web browser and App automatically and anonymously transmit some of the said non-personal information collected, which may include the pages you visited on the website, the addresses of websites you visited, the type of browser you use, the date and time you entered the website, your originating internet protocol (IP) address, materials you downloaded from the website, etc. The non-personal information is collected with the help of various tools and technologies, including "cookie" files and other technologies, for the purposes of analysing the information.

## **F. General**

- 13.19. Without prejudice to the foregoing, the App Operator shall hold in confidence all information in its possession relating to the user, unless obliged to provide this information in accordance with any law and/or in cases where the transfer of such details to a third party is required for the activity of the App Operator and/or the provision of the service to the user and/or the charging of the user for it.
- 13.20. The App Operator will not infringe on the privacy of the user and will in this matter comply with the provisions of the Privacy Protection Law, 5741-1981, and the provisions of any other law in this regard.

#### **14. Privacy Policy for additional services**

14.1. The Privacy Policy outlined above applies to service operations only. The App and/or the website may include the **provision of additional services (above and hereinafter - "additional services")**, which are beyond the service as defined in this Agreement, and all subject to what is specified in this section below.

To the extent that the user wishes to use additional services, the user will have to approve the Terms of Use of additional services and perform an appropriate registration procedure (as specified in the Terms of Use of the additional services).

14.2. The requisitioner is not responsible in any way for the additional services and the additional information you provide in connection thereof, including in connection with commercial content, such as advertisements and ads that may be published and/or provided in the App in connection with the additional services and in this respect is not party to any transaction agreed in connection with the additional services.

14.3. It is clarified that information and data appearing in the App regarding the additional services may also be received from third parties, and it is provided to the user as is, without any obligation by the requisitioner, or any liability on its behalf, explicitly or implied.

14.4. **The App Operator shall be entitled to provide additional services to the user, provided that the user's affirmative consent has been given.**

14.5. **The App Operator will be permitted to send the user direct mail, including advertisements and offers for additional services, and use the information provided by the user, including the user's location and usage history data, gathered in connection with the user's use of the service, to inform it of other products and services that may be of interest to it and offer it benefits and promotional offers, provided that as mentioned in Section 14.4 above, the user has given its consent and approval to this.** Such user approval shall include the user's affirmative consent to receive inquiries and/or mailings and/or electronic messages regarding additional services and their execution by any means of communication the details of which were provided by the user within the framework of the App and/or website. **Confirmation**

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14.6. The user shall be entitled to order the revocation of the authorization granted as aforesaid, at any time, by a written message to the App Operator's service centre. It is clarified that if the user is a customer of the App Operator and/or a body that is part thereof in connection with additional or other services, the App Operator and/or body that is part thereof will be permitted to use the information they have about the user (not in connection with the service as defined in this Agreement) in accordance with the terms of use and privacy policy relevant to the additional or other services approved by the user.

14.7. The App Operator may change the provision of the additional services from time to time and such a change will not require the issuing of any notification. Such changes may entail faults or inconveniences and the user will not have any claim, suit or demand regarding the execution of such changes, or regarding the occurrence of faults, if any, during their execution.

14.8. It is clarified that the Privacy Policy in this section applies to additional services to be offered within the framework of the App and/or the website. In the event that the App and/or website includes references or links to apps or other sites, the applicable privacy practices are those that appear in the other apps or websites.

## **15. Information security**

- 15.1. The App Operator and/or anyone on its behalf uses means of protection and information security for the purpose of protecting user information. Despite the aforesaid, there is a risk of hacking into the website and/or the App and into the databases and/or into the data transfer taking place between the computer or phone you use and the computers and servers used by the App Operator, and vice versa.
- 15.2. You hereby acknowledge that the App Operator will not be liable for any damage of any kind caused to you, directly or indirectly, if caused, as a result of hacking into the App and/or website and/or databases and/or into such data transfer, insofar as the App Operator has taken reasonable and acceptable steps to prevent such intrusions.
- 15.3. Under no circumstances will the App Operator and/or the requisitioner and/or anyone on their behalf be liable for any damages (including, but not limited to, direct, indirect, consequential, including damages resulting from loss of profits, loss of data, loss of documents, file recovery, disruption to the course of business, etc.), as a result of the use, inability to use, or the consequences of the use of the App and/or website and the service, whatever the reason or cause of the damage, notwithstanding what is stated in any law or agreement.
- 15.4. You are entitled to review the information held on you in the database. Exercising of such right must be done in coordination with the App Operator. If you have reviewed the information held about you and found it to be incorrect, incomplete, unclear or out of date, you may contact the App Operator and request the information be corrected or deleted.

## **16. Intellectual Property Rights**

- 16.1. The App Operator hereby grants the user, and the user accepts, a limited, personal, non-exclusive license, with no right of assignment, non-commercial, on the basis of which no sub-licenses may be granted, and which can be fully revoked, to use the App on a communication device, all in accordance with the terms and provisions included in these Terms of Use and for the purpose of receiving the service. The App Operator reserves all rights in the App which have not been expressly granted under this license Agreement.
- 16.2. All copyrights and intellectual property rights in the App, the services offered therein and in all the content therein are the sole property of the App Operator and are the exclusive property of the App Operator and will remain its exclusive property. All intellectual property rights (including, inter alia, copyrights, trade secrets, trademarks, patents, etc.) that exist and/or are embodied in the App and/or the website are the exclusive property of the App Operator and shall remain under its exclusive ownership as aforesaid. This Agreement does not confer any right in or in connection with the App but only a limited right to use it in accordance with the terms of these Terms of Use. It is forbidden to copy, distribute, publicly display, perform publicly, transfer to the public, modify, process, create derivative works, sell or rent any part of the foregoing, whether yourself or through or in collaboration with a third party, by any manner or means, without the prior written consent of the App Operator.
- 16.3. You agree not to: (a) Use, modify or integrate the App into any other software, or create derivative works from any part of the App; (b) Sell, offer a license or sublicense, lease, assign, transfer, mortgage or share your rights under these Terms of Use with any other person; (c) Copy, distribute or reproduce the App for the benefit of third parties; (d) Modify, disassemble, perform reverse compilation actions, reverse engineering, updating or enhancing of the App or

attempting to discover the source code of the App; (e) Use the website and/or the App for any illegal, immoral or unauthorized purpose. It is clarified that this usage license is limited and does not include any commercial use of the services of the website and/or the App; and/or the collection and use of any information presented on the pages of the App and/or the website; and/or downloading or copying information for the benefit of other parties; and/or any other use of data mining, robots or similar tools used to collect and extract data.

- 16.4. To the extent that you send comments, suggestions, improvements or any material relating to the App to the App Operator and/or to the authority, including, but not limited to, its development, design and promotion, you will not be entitled to any consideration or compensation in the event that the App Operator makes use of these, and you hereby grant the App Operator an irrevocable license to make use of any such suggestion.

**17. Risks associated with the Internet and the cellular network**

The App Operator and the requisitioner invest extensive efforts in protecting against the risks inherent in the Internet and cellular networks, insofar as such protection is in their hands. However, it is not within the capacity and/or control of the App Operator and the requisitioner to completely prevent the intrusion and operation of malicious software and hostile entities such as viruses, worms, trojan horses, bugs, spywares, malwares or any computer codes, files or other software that may infringe on your privacy, eavesdrop on network traffic, hack into the App Operator's and requisitioner's databases, servers or computers, impersonate the Application or App Operator and requisitioner, carry out online hoaxes and scams, damage or sabotage the App's operation, content and/or services.

**18. Special terms relating to third party components**

The App may make use or include software, files and/or components subject to license terms including third party open source licenses ("third party components"). You may use third party components as part of, or in connection with the App subject to your compliance with the license terms applicable and/or ancillary to the relevant third party components. In the event of a conflict between the license terms of a third party component and these terms, the license terms of the relevant third party component shall prevail with respect to those third party components only. These terms do not apply to all third-party components that are ancillary and/or are included in the App and the App Operator and the requisitioner remove all liability related thereto. The user acknowledges that the App Operator and the requisitioner are not the creator, owner or license provider of third party components, the App Operator and the requisitioner do not make any representation or commitment of any kind, explicit or implied, regarding the quality, capabilities, operation, performance or suitability of one third party component or another.

**19. Indemnification**

You undertake to indemnify the App Operator and the requisitioner and those on their behalf for any damage, loss, loss of profit, loss of goodwill, payment or expense incurred by them - including attorney's fees and legal expenses - due to a violation of these Terms of Use, and this upon first demand by the App Operator and/or the requisitioner.

**20. Law and Jurisdiction**

This Agreement and its interpretation shall be governed solely by the laws of the State of Israel. The competent courts in the Tel Aviv District shall have exclusive jurisdiction in any disagreement or dispute arising between the parties as a result of this Agreement.