

Moovit Carpooling Terms and Conditions

Last updated: March 25th, 2018

Moovit App Global Ltd. (“**Moovit**”, “**we**”, “**our**” or the “**Company**”) welcomes you (the “**User**” or “**you**”) to our Moovit Carpooling Services (“**MOOVIT CARPOOLING SERVICES**” or “**MCS**”). We connect Users who need a ride (the “**Rider(s)**”) with Users who are traveling to the same destination and can offer to share the ride (the “**Driver(s)**”). Riders connect to our MOOVIT CARPOOLING SERVICES via the Moovit mobile application (the “**Moovit App**”) and Drivers connect to our MOOVIT CARPOOLING SERVICES via a separate Moovit Carpooling Community mobile application (“**Moovit Carpool App**”).

By entering, connecting to, accessing, or using the MCS, either via the Moovit App or via the Moovit Carpool App, you acknowledge that you have read and understood these Moovit Carpooling Terms and Conditions, the MOOVIT CARPOOLING SERVICES Privacy Policy (available at: http://static.moovitapp.com/userguide/carpool_privacy_policy.pdf), and Moovitapp Global – End User License Agreement (available at: <http://moovit.com/terms/>) (collectively, the “**Terms**”). In the event that you are a driver joining Moovit Carpooling Services via Moovit's Refer a Friend program, you shall also be subject to the Moovit Carpool Refer a Friend Program Terms and Conditions (available at: <http://moovitapp.com/info/driverreferraltermsenglish/>). These Terms constitute a legally binding and enforceable agreement between Moovit and you and you agree to be bound by and to comply with such Terms. You further acknowledge and agree to use the MOOVIT CARPOOLING SERVICES in compliance all applicable laws and regulations.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE MOOVIT CARPOOLING SERVICES IN ANY MANNER.

By acceptance of the Terms, you represent that any and all information you provide us in connection with your use of the MOOVIT CARPOOLING SERVICES 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, text, in-app push notices, or by posting notices and messages on the site (at: www.moovit.com). You can revoke your consent to the communications.

1. Moovit Carpooling Services

The Moovit Carpooling Services connect Drivers and Riders traveling in the same direction who wish to share such travel. In order to use the MOOVIT CARPOOLING SERVICES Users provide Moovit their travel information to allow Moovit to match a joint ride including User’s name and profile picture, detailed location and route, destination including pick-up and drop-off addresses, User’s travel habits (such as the routes and times of travel from home to work and back), additional personal information relating to User’s general ride preferences, required time of arrival and Driver’s motor vehicle information, including make, model, color and license plate number, ranking by other Users of the travel experience (“**Travel Information**”).

You acknowledge and agree that your Travel Information is shared via the MOOVIT CARPOOLING SERVICES such that all Users have access to such information to see who they can connect with.

The MOOVIT CARPOOLING SERVICES may only be used for organizing a joint rides between Riders and Drivers.

2. Drivers’ Special Representations

In order to offer a ride via the MOOVIT CARPOOLING SERVICES the Driver hereby warrants and represents (in addition to any other representations and obligations hereunder that: (i) the Driver's motor vehicle must be a four wheeled vehicle; (ii) the Driver is not utilizing MOOVIT CARPOOLING SERVICES commercially or in order to make a profit; (iii) the Driver has a valid driver's license for the applicable territory and vehicle type; (iv) the Driver drives and shall drive safely and in accordance with all applicable traffic laws; (v) the Driver has the proper insurance coverage for all passengers including insurance against accidents which may occur while driving; and (vi) the Driver's motor vehicle is in good working order and has all the approvals required under applicable law.

PLEASE NOTE: You acknowledge and agree that Moovit acts only as a service provider. The Riders and Drivers agreements made via MOOVIT CARPOOLING SERVICES to facilitate a joint ride are between Riders and Drivers only, and Moovit serves as solely as the platform enabling such services and is not a party to the joint ride agreements.

MOOVIT DOES NOT VERIFY THE IDENTITY OF THE MOOVIT CARPOOLING SERVICESUSERS AND IS NOT AND SHALL NOT BE LIABLE FOR: (I) USER COMPLIANCE WITH THE TERMS OR ALL APPLICABLE LAWS AND REGULATIONS; (II) THE ACCURACY, COMPLETENESS, RELIABILITY OR ERROR-FREE OF THE USER'S DETAILS, DESCRIPTIONS OR OTHER CONTENT PROVIDED BY USER; OR (III) ANY ACT OR OMISSION OF A USER IN CONNECTION WITH MSC.

3. Account and Registration

To access MOOVIT CARPOOLING SERVICES, either as a Rider or a Driver, you must open and register an account. When you register the account you will be required to provide information about yourself, including your name, phone number, Facebook login information, email address and (for Drivers only) details of your car (the "User Account").

You represent and agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. You are solely responsible for maintaining the confidentiality of your account and any passwords. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at carpoolsupport@moovtiapp.com.

4. User Information

The MOOVIT CARPOOLING SERVICES may require Users to post and share information with Moovit and with other Users (according to the Privacy Policy at: http://static.moovitapp.com/userguide/carpool_privacy_policy.pdf) including contact information, phone number, profile picture, Facebook profile information such as friends list, email address, "about me" free text you voluntarily include in your profile, motor vehicle make, motor vehicle license plate number, model and color, and other types of works, (collectively, "User Information") and payment information (as discussed in section 5 below). Please ensure that when you use the MCS, you respect the proprietary rights including any intellectual property and privacy rights of third parties with respect to User Information you provide. Moovit will not bear any liability for any loss, damage, cost, or expense that you may suffer or incur as a result of or in connection with uploading any User Information.

To the extent that your User Information is subject to applicable copyright law, such User Information shall remain at all times, and to the extent permitted by law, your sole and exclusive property. You hereby further acknowledge and agree that the User Information is non-confidential. You understand and agree that you are solely responsible for your User Information and the consequences of posting or publishing such User Information, on the MCS, in any way. You hereby warrant that your User Information is true, current, accurate and complete.

You represent and warrant that you are the rightful owner of the User Information you upload to the MOOVIT CARPOOLING SERVICES or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such User Information to use such User Information in the MOOVIT CARPOOLING SERVICES and that such User Information does not infringe any third party's intellectual property rights or other rights (including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights).

Moovit is under no obligation to edit or control User Information that you or other Users post or publish, and will not be in any way responsible or liable for User Information. Although Moovit has no obligation to screen, edit or monitor any of the User Information, Moovit explicitly reserves the right, at its sole discretion, to remove, edit, or block without giving any prior notice, any User Information available on the MOOVIT CARPOOLING SERVICES at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Information you post on the MOOVIT CARPOOLING SERVICES at your sole expense.

When you upload, post, publish or make available any User Information on the MCS, you grant to (i) Moovit an irrevocable, perpetual, non-exclusive, royalty-free, transferable, assignable, fully sub- licensable and worldwide license, to use, reproduce, distribute, transmit, create derivative works of, display, copy, make available to the public and perform that User Information, along with the User Information that you submit in connection with such User Information, in connection with the MCS, whether through the Internet, mobile devices or otherwise, in any media formats and through any media channels known today and developed in the future; and (ii) each User of the MOOVIT CARPOOLING SERVICES has a non-exclusive and royalty-free license to access your User Information through the MOOVIT CARPOOLING SERVICES and to use such User Information for personal and non- commercial purposes. Moovit shall not bear any liability for any use by any third party of the User Information. In addition, you hereby explicitly waive any moral right you may have in and to the User Information and forever waive and agree not to claim or assert any entitlement to any and all moral rights in any of the User Information.

5. Cost Sharing

The Rider shall pay the Driver a share in the Driver's expenses for the joint ride (such as Driver's fuel costs expenses and vehicle depreciation expenses) (the "**Cost Share Amount**"). Moovit shall provide the Driver with a recommended rate (the "**Recommended Rate**"), as well as a maximum rate for which the Driver can charge the Rider (the "**Maximum Rate**"), both based on a pre-determined price list. The Driver may set the actual Cost Share Amount per ride, at such amount taking into account of the Recommended Rate, and in no event higher than the Maximum Rate. The Users agree and acknowledge that Moovit may deduct a commission from the Cost Sharing Amount, such that the final payment to the Driver shall not include the commission paid to Moovit. The final payment is referred to as the "**Reimbursement**". The Driver shall be solely and exclusively liable for all taxes and charges arising out of or in connection with the Reimbursement payments.

In order to use the MOOVIT CARPOOLING SERVICES Riders must provide payment information, including credit card number and expiration date (so that Cost Sharing Amount can be credited) and Drivers must provide their bank account information so that the Cost Sharing Amount can be transferred thereto.

THE COST SHARING TRANSACTION IS SOLELY BETWEEN THE RIDER AND THE DRIVER AND MOOVIT IS NOT A PARTY TO SUCH TRANSACTION, RATHER A MERE INTERMEDIARY PLATFORM FACILITATING THE UNDERLYING RIDE SHARE AND RELATED COST SHARING. MOOVIT USES THIRD PARTY PAYMENT PROCESSOR SERVICES (ZOOZ LTD.) IN ORDER TO HOLD AND PROCESS ALL THE COST-SHARING RELATED INFORMATION AND TO PROCESS SUCH COST SHARING RELATED TRANSACTIONS. 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 IN CONNECTION WITH

THE COLLECTION, PAYMENT, NON-PAYMENT, TRANSFER OF, OR ANY OTHER ASPECT OF THE CONVEYANCE OF THE COST SHARING OR COST SHARING MECHANISM.

6. Ride Cancellation

Once the User has chosen to join, either as a Rider or a Driver, any specific other User's ride Travel Information, the User has the ability to cancel their participation in the ride. Moovit may collect the record of canceled joint rides. Ride cancellations may influence the respective User's ability to request or offer rides in the future. Moovit may choose to fine a Rider or a Driver that canceled a ride after the stated cancellation period.

7. User Representations and Undertakings

You represent and warrant at all times throughout your use of the MOOVIT CARPOOLING SERVICES that: (i) you have full authority to agree to these Terms, and there is no restriction, limitation, contractual obligation or statutory obligation which prevents it from fulfilling its obligation under these Terms; (ii) you shall use the MOOVIT CARPOOLING SERVICES solely for your personal non-commercial use; (iii) you are in and will be compliance with all laws, rules, and governmental (state, local, and community) and regulatory levies and requirements applicable to your used of the MOOVIT CARPOOLING SERVICES; (iv) you will not misuse the MOOVIT CARPOOLING SERVICES, including, circumvent, disable or otherwise interfere with any security-related features of the MOOVIT CARPOOLING SERVICES; (v) your User Information (as defined below) does not infringe on any Intellectual Property Rights, rights of publicity, privacy or data protection rights, or any other rights for of any third party, and are not defamatory, vulgar, pornographic or obscene; (vi) You will not use the MOOVIT CARPOOLING SERVICES for any illegal, immoral or unauthorized purpose; (vii) You will not knowingly or purposefully use MOOVIT CARPOOLING SERVICES in violation of any right of other Users or of any third party; (viii) you do not authorize a third party to do any of the foregoing; (ix) you will not infringe or violate any of the Terms.

8. Privacy Policy

Moovit respects your privacy and is committed to protect the information you share with it. Our policy and practices and the type of information collected are described in our Privacy Policy available at http://static.moovitapp.com/userguide/carpool_privacy_policy.pdf. If you intend to connect to, access or use our MCSs you must first read and agree to the Privacy Policy.

9. Intellectual Property Rights

The MCS, 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 MOOVIT CARPOOLING SERVICES 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.

All logos and other proprietary identifiers used by Moovit in connection with the MOOVIT CARPOOLING SERVICES, (“**Moovit Trademarks**”) are all trademarks and/or trade names of Moovit, whether or not registered. All other trademarks, service marks, trade names and logos, which may appear on or with respect to the MOOVIT CARPOOLING SERVICES belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to Moovit Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Moovit Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Moovit and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the MCS, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of Moovit marks and logos, whether registered or not.

10. Misconduct and Copyright Agent

We care for your safety and well-being. If you believe a User, including Third Party Providers, acted inappropriately including, but not limited to, offensive, violent or sexually inappropriate behavior or content, please report immediately such person to the appropriate authorities and to us.

The Company respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact: info@moovit.com.

11. Third Party Services

The MOOVIT CARPOOLING SERVICES may be linked to through certain third party websites and other third party services (collectively, “**Third Party Services**”). Such Third Party Services are independent from the MCS. You hereby acknowledge that Moovit has no control over such Third Party Services, and further acknowledge and agree that Moovit is not responsible for the availability of Third Party Services, and does not endorse nor is it responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third Party Services.

You further acknowledge and agree that Moovit shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third Party Services. Most Third Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third Party Services, their contents and services. We encourage you to read these legal documents carefully before using any such Third Party Services.

12. User Disputes

In the event that any dispute arises between the Users in connection with the use of MCS, Moovit shall in no way be responsible for the resolution of such a dispute.

13. Availability; Changes to the Service

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

Moovit reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the MOOVIT CARPOOLING SERVICES (or any part thereof, including but not limited to the Content) without notice, at any time and at its sole discretion. In addition, you hereby acknowledge that the Content provided under the MOOVIT CARPOOLING SERVICES 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 MCS.

14. Disclaimer and Warranties

USER ACKNOWLEDGES BY AGREEING TO THE TERMS HEREIN THAT MOOVIT (AND ITS AFFILIATES) PROVIDE NO WARRANTIES AS TO THE PERFORMANCE, CORRECTNESS, FUNCTIONALITY OR SUITABILITY OF THE MOOVIT CARPOOLING SERVICES 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 MCS. THE MOOVIT CARPOOLING SERVICES (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, 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, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER’S USE OF THE MCS.

MOOVIT DOES NOT WARRANT THAT THE OPERATION OF THE MOOVIT CARPOOLING SERVICES IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. MOOVIT MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE MOOVIT CARPOOLING SERVICES AT ANY TIME, OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE MCS, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE MCS, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

15. 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 MCS, USE OR INABILITY TO USE THE MCS, FAILURE OF THE MOOVIT CARPOOLING SERVICES TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING

WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY SERVICES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE 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 MCS 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 MCS. IF YOU HAVE NOT MADE ANY PAYMENTS TO MOOVIT FOR THE USE OF THE MCS, THEN MOOVIT SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

16. 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 MOOVIT CARPOOLING SERVICES (or any part thereof); (ii) breach of any term of these 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 MCS; (iv) your violation of any third party intellectual property rights, privacy rights or other rights through your use of the MOOVIT CARPOOLING SERVICES or provision of information to the MOOVIT CARPOOLING SERVICES (including but not limited to obtaining consents from the requisite parties); and (v) your violation of any applicable law or regulation.

17. Amendment of Terms

Moovit may change the Terms from time to time, at its sole discretion and without any notice, including the Privacy Policy at: http://static.moovitapp.com/userguide/carpool_privacy_policy.pdf. Substantial changes of these Terms will be first notified on the MOOVIT CARPOOLING SERVICES and/or by sending you an e-mail regarding such changes to the email address that is registered under your Account. Such substantial changes will take effect seven (7) days after such notice was provided on any of the abovementioned methods. Otherwise, all other changes to these Terms are effective as of the stated "**Last Updated**" date and your continued use of the MOOVIT CARPOOLING SERVICES after the Last Updated date will constitute acceptance of, and agreement to be bound by, those changes. Please note that in the event that the Terms should be amended to comply with any legal requirements, such amendments may take effect immediately and without any prior notice, as may be required by law.

18. Termination of Service

At any time, Moovit may block your access to our MCSs and/or temporarily or permanently limit, suspend or terminate your access to the MCS, 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 Terms in any manner.

Additionally, Moovit may at any time, at its sole discretion, cease the operation of our MOOVIT CARPOOLING SERVICES or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that Moovit does not assume any responsibility with respect to, or in connection with the termination of our MCS's operation and loss of any data. The following provisions shall survive the termination or expiration of the Terms: Section 5 (User Representations and Undertakings); Section 7 (Privacy Policy); Section 7 (Intellectual Property Right); Section 9 (Third Party Services); Section 10 (Third Party Components); Section 12 (Disclaimer and Warranties); Section 13 (Limitation of Liability); Section 14 (Indemnification); Section 16 (Termination of Service); and Section 17 (General).

19. General

Your use of the MOOVIT CARPOOLING SERVICES, or these Terms, do not, and shall not create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

Any claim relating to the MOOVIT CARPOOLING SERVICES or use of the MOOVIT CARPOOLING SERVICES 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 this Site and/or the MOOVIT CARPOOLING SERVICES 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 Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these 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 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 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. Our MOOVIT CARPOOLING SERVICES may also provide notices of changes to these 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 Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.