

**We.Ride Privacy Notice (en)**

05/21/2018

*We have updated our Privacy Notice as part of our commitment to the high standard of data privacy protection introduced by the new European data protection law known as the General Data Protection Regulation (GDPR). Protection of your data and privacy has always been a top priority for us and that has not changed. The updates we made to the Privacy Notice are intended to clarify and help you better understand:*

* *Our obligations to you, including how we collect, use, store, share and protect your personal information*
* *Your rights and how you can update, receive a copy of, or delete your personal information*
* *How we use cookies and other tracking technologies*

*We encourage you to review this updated Privacy Notice, which goes into effect on May 25, 2018, and familiarize yourself with the changes.*

*If you have any questions, contact us at**privacy@We.Ride.com**. If you do not agree to the terms of the updated Privacy Notice you can opt out of specific features, or choose to stop using our services.*

**WE.RIDE PRIVACY NOTICE**

**Last Updated: May 23, 2018**

We.Ride App Global Ltd. (“**We.Ride**”, “**we**”, “**our**” or “**us**”) provides its customers and users (“**User(s)**” or “**you**”) with a mobile application platform and web services providing public transit information and enabling Users to plan and optimize public transportation trips (the “**Services**”). We.Ride is committed to your privacy. This Privacy Notice is intended to inform you of our collection, use, disclosure, retention, and protection of your personal information when using our Services.

Our Services include our websites at <https://www.ksaba-com.co.il/weride> , and any additional websites owned and operated by We.Ride or its affiliates (the “**Site(s)**”), our downloadable mobile application(s) (the “**App**”) and related public transportation information and additional services.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in our Terms of Use available at [https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about) which this Privacy Notice is incorporated thereto by reference (together, the “**Terms**”).

Please read carefully this Privacy Notice before accessing and using our Services. By Accessing or using our service you are accepting the practices described in this Privacy Notice.  If you disagree to any term provided herein, you may not access or use the Services. Please note: you are not obligated by law to provide us with any personal information.

**1. WHAT INFORMATION DO WE COLLECT ABOUT YOU?**

* **First – what is personal information?**
	+ Personal information is individually identifiable information about a person, namely information that identifies an individual or may with reasonable efforts or together with additional information we have access to, enable the identification of an individual, or information relating to an identified or identifiable natural person which may be of private or sensitive nature. Under certain applicable laws identification of an individual also includes any information which associates an individual with a persistent identifier such as a name, an identification number, persistent cookie identifier etc.
	+ Personal information does not include information that has been anonymized or aggregated so that it can no longer be used or to identify a specific natural person.
* **Next – what and when do we collect personal information?**
	+ We collect personal information from you and from any devices (including mobile devices) you use when you install or have the App installed (or pre-installed) on your device, or when you use or access our Services, register for an account with us, provide us with information such as your favourites and travel habits provide, us information on a web form, run searches on our Services, update or add information to your account, or through correspondence you conduct with us.

More specifically we collect and use the following categories and types of information:

**Personal information we collect automatically when you use our Services–**

* **Information collected when installing the App**
	+ When you install the App (or have the App installed or pre-installed) on your mobile device, We.Ride will set up a user account associated with that mobile device and create a User ID for you. This is a unique identifier generated by us in accordance with this Privacy Notice, which is necessary in order for us to provide you with our Services. After installation of the App, we will collect and use your information, including the User ID, Metro area and certain device information which includes your device ID or other unique identifier, advertising ID, unique device token, device type, operating system (including version and settings), as well as your device screen resolution and keyboard language, all in accordance with this Privacy Notice. We may link this information with the account created in connection with your mobile device and User ID.
* **Usage Information**
	+ We receive information from you when you access and use our Services, as follows: your IP address, tokens of social networks you choose to connect to your account (as described below), information regarding your clicks, views and engagement with the Services and with advertisements we may display on the Service, information concerning your traffic to and from the Services, your referral URL, our communications with you, your public transit historical searches on the Services, information about your use and your interaction with our Services, including the duration of such use; your in-app settings; and your in-app scores (“points”).
	+ If you are using our Services as a developer of an online product or service connecting your online product or service to the We.Ride Services, and have elected to open a developer account, We.Ride will provide you and store your Developer ID and any information with respect to the traffic directed through your online product or service.
* **Geo-Location Information and other Sensors data**
	+ We.Ride automatically collects location information such as your geo-location and your route and travel information (for example, routes and times of travel from one destination to another) in order to provide you with our Services. When using the App we collect detailed location including GPS signals and other device sensors data such as gyro/oscilloscope sent by your mobile device for which the Service is installed and activated.
	+ PLEASE NOTE THAT WE.RIDE COLLECTS YOUR LOCATION DATA EVEN WHEN YOU ARE NOT USING THE APP TO PERSONLIZE THE SERVICES AND MAXIMIZE YOUR USER EXPIRIENCE AND TO DEVELOP AND ENHENCE OUR PUBLIC TRANSIT INFORMATION SERVICES. YOU MAY CHOOSE TO DISABLE AND OPT-OUT FROM THIS BACKGROUND COLLECTION OF DATA UNDER THE APP’S PRIVACY SETTINGS SCREEN.
	+ We.Ride uses this location and sensor information to provide you with the Service and to create a detailed location history of your public transit trips.
* **Cookies & Similar Technologies**
	+ We perform some of the automatic collection described above through use of cookies, web beacons, unique identifiers, and similar technologies which allow us to collect information about the pages and screens you view, the links or ads you click, and other actions you take when using our Services.
	+ Please take into consideration that certain portions of such abovementioned information may also be collected from your device or software, when the Services are running in the background, i.e. when they have been launched but are not actively used.
	+ For more information about our use of these technologies, and how you may exercise control over them, see our Cookie Policy at [https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about)
	+ Please keep in mind that most mobile devices and operating systems allow you to control or disable the use of certain collectable information including location services by applications, in the device’s settings menu.

**Personal information you give us when you use our Services–**Generally, this category refers to any information, data or content you actively and voluntarily create, upload, or provide to use through our Services.

* **Account Information.**
	+ You may choose to set up a registered We.Ride User account in connection with your use of the Services. When setting your We.Ride registered User account, you may actively share with us certain personal information with us, such as email address. Another way to create an account is through connecting and using your existing social media profiles to the App, as further detailed below.
	+ Note – while our Services are available to all Users, whether or not they set up a registered We.Ride User account, we note that setting up such an account may allow you to enjoy certain features in the App that are only available to registered We.Ride Users.
	+ If you choose to use the Services without setting up a registered account, We.Ride will still link all of your information with a User ID generated for you, which is a unique identifier generated by us in accordance with this Privacy Notice, which is necessary in order for us to provide you with the core features of our Services.
* **Actively Provided Points of Interests (POI) Data**
	+ In addition, you may choose to upload specific destinations and POIs such as your home address, work address or other favourite destinations and POIs in order to personalize the Service.
	+ We.Ride also collects information regarding public transportation lines, stations and/or routes you may have saved or searched for via the Services, User’s most-used travel and public transit routes and stations for purposes of providing the Service, enhancing the User’s experience and personalizing the Service.
* **Additional Content you Choose to Share with us when using the Services**
	+ You may choose to upload to the Service User Content, such as images, text, reviews and report data gaps or errors, and other types of content which you actively choose to provide. We also collect your responses to surveys we may send you on our behalf or on behalf of our partners.

**Personal information collected from other sources–**

* **Third Parties**
	+ We may also collect personal information concerning you, from third parties who have assured us that they have obtained your consent for such provision of information or that you have freely and publicly provided. For example, we may collect and use demographic and other information that is publicly available in an applicable jurisdiction, additional contact information, credit check information, and information from credit bureaus, as allowed by applicable national laws.
* **Social Media you elected to connect to your account**
	+ We allow you to share information with social platforms, or use social platforms to create your We.Ride account. These social platforms give us automatic access to certain personal information retained by these social networks about you. This includes your Facebook Access Token, Google Sign-In Token, advertiser ID and information from your public profile, which may include your name, gender, profile picture, age group and residency. You control the personal information you allow us to have access to through the privacy settings on the applicable social platforms and the permissions you give us when you grant us access to the personal information retained by the respective social platforms about you.

**Special Uses of our Services–**You may elect to use certain specific aspects of our Services which are subject to specific terms of use and additional privacy practices including the requirement for specific additional information:

* **Editors and Ambassadors**
	+ Editors and Ambassadors, which are subject to the Editors Terms of use [https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about) may choose to provide us with further information such as their photos, email address. Ambassadors may also choose to provide their phone number, shipping address, date of birth and other content they may choose to provide during communications conducted with us.
* **Carpool Users**
	+ Please note that Users enjoying the Carpool service are subject to additional Privacy Notice, available at: [https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about) and Terms of Use, available at: [https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about)
* **Job Candidates**
	+ Please note that job candidates that may contact us or share with us certain information such as their CV, are subject to the Job Candidates Privacy Notice, available at: [https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about)

**2. HOW WE USE YOUR INFORMATION**

* **Legal basis for use –**We collect, process and use your information for the purposes described in this Privacy Notice, based at least on one of the following legal grounds:
* **When Performing this Agreement:**We collect and process your personal information in order to provide you with the Service, following your acceptance of these Terms; to maintain and improve our Services; to develop new services and features for our Users; and to personalize the Service in order to deliver better user experience. For example, we collect your location information in order to provide you with recommended public transport means and routes to your destination.
* **With your consent**: We ask for your agreement to process your information for additional specific purposes and you have the right to withdraw your consent at any time. For example, we ask for your consent to provide you with personalized content through the use of cookies;
* **Legitimate interests**: We process your information for our, or our third parties, legitimate interests while applying appropriate safeguards that protect your privacy. This means that we process your information for things like detecting, preventing, or otherwise addressing fraud, abuse, security, usability, functionality or technical issues with our services; protecting against harm to the rights, property or safety of our properties, our users or the public as required or permitted by law; for the development and enhancement of our Services; for enforcing legal claims, including investigation of potential violations of this Privacy Notice; in order to comply and/or fulfil our obligation under applicable laws, regulation, guidelines, industry standards and contractual requirements, legal process, subpoena or governmental request, as well as our Terms of Service.

**Purpose of Use**We may use information that we collect about you for the following purposes:

* to provide you with and to operate the Service, including for aggregation, statistical and research purposes and creation and use of aggregated anonymous data;
* to personalize the Service and content provided to you, to customize your experience with the Services, to suggest you with transport recommendations based on your preferences and to enable you to retrieve your information;
* to develop, improve and customize the Service, the experience of other users and the offering available through the Service;
* to be able to contact Users for the purpose of providing them with technical assistance, support, handle requests and complaints, and collect feedback in connection with our performance of the Services and in connection with public transportation needs;
* to send you updates, notices, announcements, and additional information related to the Service
* to be able to reply to User online queries in connection with performance of the Services;
* for customization and improvement of the Service’s accuracy and interface;
* to display or send to you marketing and advertising material when you are using the Service, including in accordance with the section titled ‘Direct Marketing’ herein and
* to comply with any governmental agencies’ legal requests or court orders, and/or with any applicable law, rule or regulation.
* to use the information to create statistical, aggregated or anonymous data which may be used at our discretion for any purpose.

**3. TO WHOM WE SHARE PERSONAL INFORMATION**

**We may share your personal information with third parties (or otherwise allow them access to it) only in the following manners and instances:**

* **Third Party Services**
	+ We.Ride has partnered with a number of selected service providers, whose services and solutions complement, facilitate and enhance our own. These include hosting, database and server co-location services (such as AWS, RedisLabs), data and cyber security services (such as Reblaze), Payment Processors (such as BrainTree, Zooz), fraud detection and prevention services (such as Reblaze), data analytics services (such as Facebook Analytics, Google Analytics), App analytics tools including session replay records for usability and functionality monitoring and analysis (such as: Appsee, Crashlytics), services of measuring our Services attribution and effectivity of our publication and marketing efforts (such as: Appsflyer), e-mail distribution and monitoring services (such as Mailchimp, Mandrill), and our business, legal and financial advisors (collectively, “**Third Party Services**“). Such Third Party Services may receive or otherwise have access to our Users’ personal information, depending on each of their particular roles and purposes in facilitating and enhancing our Services and business, and may only use it for such purposes. We.Ride, as the controller of the information collected from its Users in connection with the use of the Services, remains responsible any personal information processing done by Third Party Services on its behalf, except for events outside of its reasonable control.
* **Governmental/Law Enforcement Agencies and Legal Requests or Duties**
	+ We may disclose or otherwise allow access to your personal information pursuant to a legal request, such as a subpoena, search warrant or court order, or in compliance with applicable laws, with or without notice to you, if we have a good faith belief that we are legally required to do so, or that disclosure is appropriate in connection with efforts to investigate, prevent, or take action regarding actual or suspected illegal activity, counter terrorist financing verification requirements, fraud, or other wrongdoing.
* **Protecting Rights and Safety**
	+ We may share your personal information with others, with or without notice to you, if we believe in good faith that this will help protect the rights, property or personal safety of We.Ride, any of our Users, or any member of the general public.
* **We.Ride Subsidiaries and Affiliated Companies**
	+ We may share personal information internally within our family of companies, for the purposes described in this Privacy Notice. In addition, should We.Ride or any of its affiliates undergo any change in control, including by means of merger, acquisition or purchase of substantially all of its assets, your personal information may be shared with the parties involved in such event.

**For the avoidance of doubt, We.Ride may share your personal information in additional manners, pursuant to your explicit approval. Additionally, we may transfer, share or otherwise use anonymized, aggregated or non-personal information in our sole discretion and without the need for further approval.**

**4. WHERE DO WE STORE USER’S PERSONAL INFORMATION**

* Information regarding the Users will be maintained, processed and stored by us and our authorized affiliates and service providers in Israel and Ireland, and as necessary, in secured cloud storage, provided by our third party service provider.
* While the data protection laws in the above jurisdictions may be different than the laws of your residence or location, please know that we, our affiliates and our service providers that store or process your personal information on our behalf are each committed to keep it protected and secured, pursuant to this Privacy Notice and industry standards, regardless of any lesser legal requirements that may apply in their jurisdiction.
* You hereby accept the place of storage and the transfer of information as described above.

**5. USE OF COOKIES AND OTHER TRACKING TECHNOLOGIES**

* When you visit or interact with our Services, we or our authorized service providers may use cookies and other similar technologies to help provide you with a better, faster, and safer experience, and for advertising and marketing purposes. You can read our full Cookie Policy [https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about) for more information.

**6. SECURITY**

* We take great care in implementing and maintaining the security of We.Ride’s Service and its User’s personal information. We.Ride employs industry standard procedures and policies to ensure the safety of its Users’ personal information and prevent unauthorised access, disclosure and alteration of any such information. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centres, and information access authorization controls. We cannot, however, guarantee that unauthorized access will never occur.

**7. COMMUNICATIONS FROM WE.RIDE**

* **Service Messages**
	+ We.Ride may contact you with information regarding our Services, or your use thereof. For example, we may notify you (through any of the means available to us) of changes or updates to our Services, including changes to these Terms, transactions performed, payment issues, service maintenance, etc. You will not be able to opt-out of receiving such service messages.
* **Promotional and Surveys Messages**
	+ In addition to communications that are an inherent part of our Services, occasionally we may also use your contact information to contact and notify you about new services and special opportunities or promotions we think you will find valuable and may also contact you in connection with surveys we conduct with respect to our services or in connection with public transportation issues either on our own behalf or on behalf of our partners. We may contact you through e-mail, phone (including text messages), push notifications, through the Services, or any other contact methods available to us, including with the help of our Third Party Services.
	+ Accordingly, we shall be entitled to call you or send you promotional content or messages by e-mail, SMS, direct text messages, web chat, marketing calls, and similar forms of communication.
	+ If you wish not to receive such promotional messages or calls, you may notify We.Ride at any time by e-mailing us at weridesup@gmail.com, or by following the “unsubscribe” or “stop” instructions contained in the promotional communications you receive. As for messages we send through push notifications you may opt-out of receiving such notification by changing your device or App settings.

**8. YOUR RIGHTS REGARDING YOUR PERSONAL INFORMATION**

* If you are an EU, EEA or Switzerland person and to the extent entitled under applicable law of your jurisdiction, you may contact us to exercise your right to **access** personal information, to request us to **make corrections** to your personal information that you have stored with us, to **object** to any form of processing, or to have such personal information**deleted** or exported in a **portable** copy. For this, please send us an e-mail to weridesup@gmail.com, or mail your request to the EU representative with a copy to We.Ride App Global Ltd., 2 Ilan Ramon St., Ness Ziona, Israel, and we will respond within a reasonable timeframe and in accordance with applicable laws and regulations.

**9. HOW LONG MAY WE KEEP YOUR PERSONAL INFORMATION**

* We will retain your personal information for as long as you maintain an account or as otherwise necessary to provide you the Services. We will also retain your personal information as necessary to comply with our legal obligations, to resolve disputes, to prevent fraud and abuse, to enforce our agreements and/or protect our legitimate interests.
* Where we no longer need to process your personal information for the purposes set out in this Privacy Notice, or following your request to delete your Personal Information, we will delete or anonymize your personal information from our systems.

**10. MINORS**

* To use our Services, you must be over the age of sixteen (16). Therefore, we do not knowingly collect personal information from minors under the age of sixteen (16) and do not wish to do so. We reserve the right to request proof of age at any stage so that we can verify that minors under the age of sixteen (16) are not using the Services.

**11. CHANGES TO THE PRIVACY NOTICE**

* The terms of this Privacy Notice will govern the use of the Service and any information collected therein. We.Ride reserves the right to change this notice at any time, so we encourage you to re-visit this page frequently. In the event of any substantial change of this notice, we will provide you with 7 days’ prior notice via any of the communication means available to us, or by posting notice of the change on the Site. After this 7-day notice period, all amendments to this Notice shall be deemed accepted and effective on both you and us. Except if and as stated otherwise, our most current Notice shall apply to all personal information described in such Notice.

**12. CONTACT US; DATA PROTECTION OFFICER; EU REPRESENTATIVE**

If you have any questions about this Privacy Notice or We.Ride’s privacy practices, please contact us at privacy@We.Ride.com

* We.Ride has appointed a Data Protection Officer, for monitoring and advising on its ongoing privacy compliance and serving as a point of contact on privacy matters for data subjects and supervisory authorities. To contact the Data Protection Officer, in addition to emailing privacy@We.Ride.com please also contact dpo@We.Ride.com.
* **EU Residents**: We.Ride App Global B.V., We.Ride subsidiary in the Netherland has been appointed as We.Ride’s representative in the European Union for data protection matters, pursuant to Article 27 of the General Data Protection Regulation of the European Union. We.Ride App Global B.V. can be contacted by emailing eu\_privacy@We.Ride.comonly on matters related to the processing of personal data of EU residents.
* By contacting us or We.Ride App Global B.V., you represent that you are free to do so and that you will not knowingly provide We.Ride or We.Ride App Global B.V. 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 We.Ride, and we may use or refrain from using any such information at our sole discretion.

### We.Ride Terms of Service (en)

05/21/2018

Last Updated: May 23, 2018

We.Ride App Global Ltd. (“**We.Ride**”, “**we**”, “**our**”, or the “**Company**”) welcomes you (the “**User**” or “**you**”) to our website(s) at [https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about) and/or <http://developers.We.Ride.com/> and any additional websites owned and operated by We.Ride (the “**Site**”) and to our downloadable mobile application (the “**App**”) and related public transportation information services (collectively referred to as the “**Service**”, as further detailed below).

By entering, connecting to, accessing or using the Service, you acknowledge that you have read and understood the following terms and conditions, including the terms of our Privacy Notice available at[https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about) (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 Service and you acknowledge that these Terms constitute a binding and enforceable legal contract between We.Ride and you. These Terms of Service are a legally binding contract between you and We.Ride regarding your use of the Service.

In the event that you choose to use our We.Ride Carpooling Services you shall also be subject to the We.Ride Carpooling Terms and Conditions, available at[http://static.We.Rideapp.com/userguide/carpool\_terms.pdf.](http://static.moovitapp.com/userguide/carpool_terms.pdf) Additional services provided by We.Ride, such as the dedicated Editors Platform enabling Users to contribute information and data to We.Ride and the We.Ride User’s community, available at [http://editor.We.Rideapp.com](http://editor.moovitapp.com/), and the We.Ride Developers Portal enabling mobile application or website developers embed or connect to the We.Ride Service at [http://developers.We.Ride.com](http://developers.moovit.com/), shall also be subject to additional terms and conditions, as shall be provided in connection with such additional services. In such case such additional terms shall be considered as part of these Terms.

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

By acceptance of the Terms, you represent that any and all information you provide us through the 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 a variety of ways, such as by e-mail, in-app push notifications, or by notices and messages on the Site. You may revoke your consent to any individually targeted communications at any time.

# **1.       We.Ride Service**

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| **PLEASE NOTE**: THE APP AND THE SITE MAKE 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 SERVICE IS ACTIVATED. CERTAIN FEATURES OF THE SERVICE CANNOT BE PROVIDED WITHOUT THIS TECHNOLOGY. THIS IS DESCRIBED IN FURTHER DETAIL IN THE WE.RIDE PRIVACY NOTICE https://www.ksaba-com.co.il/about |

We.Ride provides Users with a mobile application platform and web services enabling Users to plan and optimize public transportation trips. This includes providing Users with public transit related information, including live, offline and online map information, line and station views, routing, live arrivals and departures, estimated times of arrival and service alerts. It also includes relevant information from transit agencies in We.Ride-supported cities including location of transit stops, name of transit agency, timetable and frequency of transit routes, delivers transit-related alerts and User advisories, as well as information regarding points of interest in the vicinity. We.Ride further offers a dedicated platform for contribution of transit related data and information, including real-time and other user generated crowd-sourced data and information, as well as data from other transit related Services and other alternative transportation methods, all in order to assist Users to plan and optimize transportation trips. (collectively, the “**Public Transit Information**”).

We.Ride also integrates, provides and collaborates with third party providers to provide, additional transit and transit-related services, including on-demand transit services such as taxi-ride platforms and service providers, public bike-sharing services, car-on-demand rental services and related payment services. As part of the Public Transit Information We.Ride also delivers to Users information about such third party transit-related services. We.Ride continuously updates its Service with new offerings of new transportation means and transit related services and features, some of which may be experimental and/or offered in limited locations.

Your use of the additional transit and transit-related services, including on-demand transit services is subject to the terms of use of the third parties how provide such services.

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| **PLEASE NOTE**: WE.RIDE COLLABORATES WITH AND PROVIDES INFORMATION ON THIRD PARTY TRANSIT SERVICES PROVIDERS VIA THE SERVICE. SUCH THIRD PARTY PROVIDERS ARE INDEPENDENT FROM THE SERVICE AND WE.RIDE IS IN NO WAY RESPONSIBLE FOR, LIABLE FOR, NOR MAKES ANY REPRESENTATIONS ON BEHALF OF, SUCH THIRD PARTY PROVIDERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE.RIDE 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 THE USE OF OR RELIANCE ON ANY GOODS, SERVICES, CONTENT, PRODUCTS  OR  OTHER  MATERIALS  AVAILABLE  ON  OR  THROUGH ANY |

# **2.       Accounts**

You may, in your discretion, choose to create an account with We.Ride via your account with third party social network, such as Facebook or Google (“**User Account**”). Creating a User Account is not necessary for the use of the We.Ride Services, except that it might be required in order to enjoy specific features of the We.Ride Services.

Creating a User Account will allow you to retrieve (e.g. when downloading the Application on a different device) the following information: home address, office address or other favorite destinations, public transportation lines and stations and/or routes you may have saved, data reports provided by you as part of your User Content (as defined below), your in-app settings, your rank and user profile including your nickname and avatar, in-app usage scores (“points”) you receive for using the Services (“**User Information**”). By creating an Account via third party social network such as Facebook or Google, you grant We.Ride access to your public profile on such third party services.  We.Ride’s collection and use of your User Information as well as additional information about your travel habits which We.Ride may collect, as set forth and subject to the We.Ride’s Privacy Notice available at[https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about)

You are solely responsible for maintaining the confidentiality of your Account. You agree to accept responsibility for all activities that occur under your Account. You are required to create a password via your social network account (such as Facebook or Google), and if you have reason to believe that your social network account, and/or your We.Ride Account is no longer secure, then you must immediately notify us at weridesup@gmail.comand the relevant service provider.

# **3.       Eligibility**

You must be at least sixteen (16) years of age to use the Service. By agreeing to these Terms, you represent and warrant to us: (i) that you are at least sixteen (16) years of age; and (ii) if the User of the Services is under the age of sixteen (16) or is under the age of legal eligibility and capacity in the jurisdiction applicable to such User you hereby confirm that you are the legal guardian of the User and both you and the User have read and agreed to these Terms and approved of the User’s continued use of the Service subject to these Terms; (iii) that you have not previously been suspended or removed from the Service; and (iii) that your use of the Service is in compliance with any and all applicable laws and regulations.

If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization.

# **4.       User Representations and Undertakings**

You represent and warrant at all times throughout your use of the Site and/or App 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 this Agreement; (ii) you are and will continue to be in compliance with all applicable laws, rules, and governmental (state, local, and community) and regulatory levies and requirements relating to it and the Service; (iii) your use of the Service has not been previously blocked, suspended or terminated; (iv) you do not authorize a third party to do any of the foregoing; and (v) you will not infringe or violate any of the Terms.

# **5.       Use Restrictions**

There are certain conducts, which are strictly prohibited on and/or with respect to the Site and/or App. Your failure to comply with the provisions set forth below may result (at We.Ride’s sole discretion) in the termination or suspension of your access to the Site and/or App and may also expose you to civil and/or criminal liability.

**You may not, whether by yourself or anyone on your behalf**: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble the Service (or any part thereof); (ii) use the Service and/or in connection with any spam, unsolicited mail, harassment, wire fraud or similar conduct; (iii) interfere with or violate any other User or other third party’s right to privacy or other rights including intellectual property rights, or harvest or collect personally identifiable information about any Users of the Service without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Service any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Service, or the servers or networks that host the Service, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Service; (viii) frame or mirror any part of this Site without We.Ride’s prior express written authorization; (viv) create a database by systematically downloading and storing all or any of the content from the Service; (x) impersonate any person or entity or provide false or misleading personal information; (xi) use the Service for any illegal, immoral or unauthorized purpose; (xii) use the Service  for non-personal or commercial purposes without We.Ride’s express prior written consent.

# **6.       User Generated Content**

Certain features of the Service may permit Users to post and edit content, nickname, map data, transit related data, text, photos, report data gaps or errors and other types of works (collectively, “**User Content**”) and to publish User Content on the Service. Please ensure that when you use the Service, you respect the rights of others including any intellectual property, other proprietary rights and privacy rights of third parties who may have an interest or right in connection with the User Content you upload and/or provide to the We.Ride or the Service.  We.Ride 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 Content. Some User Content may only be contributed by you if you have created a User Account.

You hereby further acknowledge and agree that the User Content is non-confidential. You understand and agree that you are solely responsible for your User Content and the consequences of posting or publishing such User Content, on the Service, in any way. You hereby warrant that your User Content is true, current, accurate and complete.

You represent and warrant that you are the rightful owner of the User Content you upload to the Service or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such User Content and/or the subjects of such User Content (e.g. individuals appearing in any photos uploaded by the User, if such subjects’ consent is required under applicable laws) and that such User Content 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.

# **IT IS THE USER’S SOLE RESPONSIBILITY TO OBTAIN ANY AND ALL CONSENTS REQUIRED UNDER ANY APPLICABLE LAWS, REGARDING THE POSTING OF ANY PERSONAL INFORMATION OF OTHERS WHICH IS PART OF THE USER CONTENT, INCLUDING WITH RESPECT TO THE UPLOADING OF ANY PHOTOS AND TO ADHERE TO ANY APPLICABLE STATE AND FEDERAL LAWS REGARDING SUCH INFORMATION.**

Without derogating from the above, you expressly agree that the User Content that you post or upload will not include (i) any spam, unsolicited promotions, advertising, contests or raffles; (ii) content which is unlawful, defamatory, libelous, harassing, offensive, indecent, pornographic, abusive, fraudulent, threatening or vulgar; (iii) content that unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class; (iv) content that encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;  or (v) content that might reasonably pose a risk to a person’s safety, security or health. The above examples of unlawful and prohibited User Content do not constitute an exhaustive list.

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

If notified by a User or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, We.Ride does not permit copyright-infringing activities on the Service.

When you upload, post, publish or make available any User Content on the Service, you grant to (i) We.Ride 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 Content, along with the User Contacts that you submit in connection with such User Content, in connection with the Service, 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 Service has a non-exclusive and royalty-free license to access your User Content through the Service and to use such User Content for personal and non-commercial purposes. We.Ride shall not bear any liability for any use by any third party of the User Content. In addition, you hereby explicitly waive any moral right you may have in and to the User Content and forever waive and agree not to claim or assert any entitlement to any and all moral rights in any of the User Content.

You acknowledge and understand that We.Ride may, at its sole discretion, delete or remove any of your User Content made available on the Service. You are solely responsible for the storage of your User Content. For further clarification, We.Ride

# **7.       Feedback**

In the event that User provides We.Ride with any suggestions, comments or other feedback relating to Site, Service and/or Public Transit Information (collectively, “**Feedback**”), such Feedback is deemed at the incipiency the sole and exclusive property of We.Ride and User hereby irrevocably assigns to We.Ride all of its rights, title and interest in and to all Feedback, if any, and waives any moral rights to it (or anyone on its behalf) may have in such Feedback. Without derogating from the foregoing, User hereby represents and warrants that it shall not provide any Feedback which is subject to any third party rights or any limitations, and, without derogating from the foregoing, shall promptly inform We.Ride as soon as it becomes aware of any third party right or limitation which may apply to Feedback already provided.

# **8.       Privacy Notice**

We.Ride 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 Notice available at [https://www.ksaba-com.co.il/weride](https://www.ksaba-com.co.il/about). If you intend to connect to, access or use our Services you must first read and agree to the Privacy Notice.

# **9.       Intellectual Property Rights**

The Service, the User Content, the design, logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, We.Ride’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 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 We.Ride, 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  We.Ride’s  proprietary  rights,  including We.Ride’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 We.Ride in connection with the Service, (“**We.Ride Trademarks**”) are all trademarks and/or trade names of We.Ride, whether or not registered. All other trademarks, service marks, trade names and logos, which may appear on or with respect to the Service belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to We.Ride 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 We.Ride 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 We.Ride and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Service, 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 We.Ride marks and logos, whether registered or not.

# **10.   Third Party Services**

The Service may be linked to and/or through certain third party websites and other third party services (collectively, “**Third Party Services**”). Such Third Party Services are independent from the Service. You hereby acknowledge that We.Ride has no control over such Third Party Services, and further acknowledge and agree that We.Ride 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 We.Ride 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.

# **11.   Third Party Components**

The Service may use or include third party software, files and components that are subject to open source and third party license terms (“**Third Party Components**”). Your right to use such Third Party Components as part of, or in connection with, the Service is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Service and We.Ride disclaims all liability related thereto. You acknowledge that We.Ride is not the author, owner or licensor of any Third Party Components, and that We.Ride makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the Service or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

# **12.   Additional We.Ride Services**

Each User, using the below-mentioned services, shall ensure that it shall have in full force a written agreement (in the form of terms of use, terms of service of otherwise) with its end users governing the relationship between the User and the end user, which contains adequate disclosures and obtains all rights, authority permissions, approvals and informed consents from such ends users, in accordance with applicable law and with We.Ride’s Privacy Notice, to permit We.Ride to perform its Service including the access, storage, collection analysis, processing, display transfer, and other use, of the end user’s data for the purpose of providing the Service.

We.Ride for App Developers:  If you are a developer of a mobile application you may connect your application to We.Ride in the manners authorized by We.Ride and subject to these Terms. You are free to establish a deep link to the Service and thereby offer the We.Ride Service to your end users so long as the link (i) other than the mere link to the unmodified We.Ride Service as-is, it does not state or imply any connection sponsorship or approval of your application by We.Ride, (ii) does not portray We.Ride in a false or otherwise offensive manner, and (iii) is otherwise in strict compliance all applicable laws and regulations and with these Terms.  Any such link shall be in accordance with the Developers instructions and guidelines available at[http://developers.We.Ride.com](http://developers.moovit.com/). You shall be solely responsible, at your own expense, for the development, operation and maintenance of any User-placed link, including posted notices, disclaimers, terms of use and applicable privacy notices.

Website Developers: If you are a website developer you may connect your website to We.Ride in the manners authorized by We.Ride and subject to these Terms. You are free to establish a hypertext link or iFrame to the Service and thereby offer the We.Ride Service to your end users so long as the link (i) other than the mere link to the unmodified We.Ride Service as-is, it does not state or imply any connection sponsorship or approval of your application by We.Ride, (ii) does not portray We.Ride in a false or otherwise offensive manner, and (iii) is otherwise in strict compliance all applicable laws and regulations and with these Terms.  Any such link shall be in accordance with the Developers instructions and guidelines available at [http://developers.We.Ride.com](http://developers.moovit.com/) and/or[http://www.We.Ride.com](http://www.moovit.com/). You shall be solely responsible, at your own expense, for the development, operation and maintenance of any User-placed link, including posted notices, disclaimers, terms of use and applicable privacy notices.

We.Ride API: We.Ride may, at its sole discretion, offer you a connection to the We.Ride Service via an API subject to separate terms and conditions which may be made available from time to time.

We.Ride may, at its sole discretion, request that any User, using the additional services referenced above, to remove such link or other connection with We.Ride at any time whatsoever. Furthermore, you shall not be entitled to any consideration for the use of the additional services unless otherwise explicitly agreed to by We.Ride.

# **13.   Availability**

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

# **14.   Changes to the Service**

We.Ride reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Service (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 Service may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that We.Ride shall not be liable to you or to any third party for any modification, suspension, or discontinuance of our Service.

# **15.   Disclaimer and Warranties**

USER ACKNOWLEDGES BY AGREEING TO THE TERMS HEREIN THAT WE.RIDE (AND ITS AFFILIATES) PROVIDE NO WARRANTIES AS TO THE PERFORMANCE, CORRECTNESS, FUNCTIONALITY OR SUITABILITY OF THE SERVICE FOR ANY PARTICULAR PURPOSE. WE.RIDE 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 SERVICE. THE SERVICE (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.

WE.RIDE AND ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, “**WE.RIDE**”), 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 SERVICE.

WE.RIDE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. WE.RIDE MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SERVICE 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 SERVICE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SERVICE, IS  ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

# **16.   Limitation of Liability**

IN NO EVENT SHALL WE.RIDE AND/OR ANY OF THE WE.RIDE 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 SERVICE, USE OR INABILITY TO USE THE SERVICE, FAILURE OF THE SERVICE 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 WE.RIDE’S SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF WE.RIDE AND/OR ANY WE.RIDE 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 WE.RIDE’S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO WE.RIDE FOR USE OF THE SERVICE. IF YOU HAVE NOT MADE ANY PAYMENTS TO WE.RIDE FOR THE USE OF THE SERVICE, THEN WE.RIDE SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

# **17.   Indemnification**

You agree to defend, indemnify and hold harmless We.Ride and any We.Ride 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 Service (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 Service; (iv) your violation of any third party intellectual property rights, privacy rights or other rights through your use of the Service or provision of information to the Service (including but not limited to obtaining consents from the requisite parties); and (v) your violation of any applicable law or regulation.

# **18.   Amendment of Terms**

We.Ride may change the Terms from time to time, at its sole discretion and without any notice, including the Privacy Notice at: https://We.Ride.me/privacy\_notice. Substantial changes of these Terms will be first notified on the Service 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. Otherwise, all other changes to these Terms are effective as of twenty-one (21) days as of the date stated as “**Last Updated**”, and your continued use of the Service 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.

# **19.   Termination of Service**

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

Additionally, We.Ride may at any time, at its sole discretion, cease the operation of our Service or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that We.Ride does not assume any responsibility with respect to, or in connection with the termination of our Service’s operation and loss of any data. The following provisions shall survive the termination or expiration of the Terms: Section 4 (User Representations and Undertakings); Section 5 (Use Restrictions); Section 6 (User Generated Content): Section 7 (Feedback); Section 8 (Privacy Notice); Section 9 (Intellectual Property Right); Section 10 (Third Party Services); Section 11 (Third Party Components); Section 15 (Disclaimer and Warranties); Section 16 (Limitation of Liability); Section 17 (Indemnification); Section 19 (Termination of Service); and Section 21 (General).

# **20.   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 ore 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 provide the following information in writing to the Company’s Copyright Agent: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information sufficient to permit the Company to locate the material (including URL address or screen capture of such infringing activity); (iv) information so that the Company can contact you, such as address, telephone number and e-mail address; (v) a statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate and, under penalty of perjury, you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. The Company’s Copyright Agent can be reached at weridesup@gmail.com.

# **21.   General**

These 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 Service or use of the 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 this Site and/or the 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 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 We.Ride’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 We.Ride relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and We.Ride. Notices to you may be made via email or regular mail. Our Service 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.

# **22.   Contact**

If you have any questions (or comments) concerning the Terms or the 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: weridesup@gmail.com

By contacting us, you represent that you are free to do so and that you will not knowingly provide We.Ride 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 We.Ride, and We.Ride may use or refrain from using any such information at its sole discretion.