

Moovitapp Global – End User License Agreement

1. This End-User License Agreement (“**EULA**”), a legal agreement between you, either an individual or a single entity (“**You**” or “**User**”) and TranzMate Ltd., having its registered offices at 3rd Sapir St. Ness Ziona, Israel (hereinafter, the “**Company**”, “**us**” or “**we**”) governing Your use of the Company's application, and any associated documentation (“**Application**”), Platform, Trip Planner Algorithm and Services (as such terms defined hereinafter).

2. The Application provides access to a platform for planning Your trips through use of public transit in certain countries (“**Platform**”). The Platform enables You to: a. view the location of the transit line stops of certain transit agencies supported by the Application (“**Transit Agencies**”) (“**Transit Line Stop(s)**”) and any related static information (e.g.: name of Transit Agency, Transit Line Stops locations, transit lines timetables, frequencies and travel routes) (“**Public Transit Information**”); b. plan and optimize Your trip based on comprehensive proprietary trip planning algorithms which combine the Public Transit Information with certain “wisdom of the crowds”, dynamic information which derives from others users of the Platform, whether in real time and whether on an estimated bases based on other users' previous experience (“**Dynamic Information**”); c. post certain content which would later appear on the Platform, next to each of the relevant Transit Line Stops; and d. communicate with other users of the Application (the “**Trip Planner Algorithm**”).

3. **IMPORTANT:** BY DOWNLOADING AND/OR INSTALLING THIS APPLICATION AND/OR BY DOWNLOADING, AND/OR BY USING ANY OF THE PLATFORM, TRIP PLANNER ALGORITHM AND ANY OF THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS OF THIS EULA - YOU ARE NOT ALLOWED TO USE THE APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND ANY OF THE SERVICES AND IS OBLIGED TO UNINSTALL AND ERASE THE APPLICATION FROM YOUR MOBILE DEVICE.

4. **Grant of License.** Subject to the limitations and restrictions provided in this EULA, Company grants You a limited, non-exclusive, non-sublicensable, non-transferable, worldwide license, to install and use the Application, and use the Platform, Trip Planner Algorithm and Services in accordance with the terms and conditions of this EULA for the sole purpose of enabling You to use certain of Our services through any mobile or portable device which may use Android Operating System and/or iOS Operating System (ver. 4.0 and above) (“**Mobile Device**”). For the avoidance of doubt, it is hereby made clear that this EULA does not convey to You any interest in or title to the Application, Platform, Trip Planner Algorithm and/or any of the Services, but only limited rights to use the Application, Platform, Trip Planner Algorithm and/or any of the Services solely in accordance with the terms and conditions hereunder.

5. Your Account

5.1. You may choose to perform a registration procedure and create an account in order to use certain features set forth under the Application, Platform, Trip Planner Algorithm and Services (the “**Account**”). When You enter the Application You will see a “*User Settings*” option and be required to insert

certain details such as Your email address, user name, home address, office address and TranzMate icon type (the "**Account Registration Procedure**").

- 5.2. As part of the Account Registration Procedure, You shall select a user name, as well as any additional information as mentioned above. You will provide us with accurate, complete and updated Account information. Failure to do so shall constitute a breach of this EULA which may result, *inter alia*, in immediate termination of Your Account.
- 5.3. You are responsible for maintaining the confidentiality of Your Account, and user name and for restricting access to your Mobile Device, and You agree to accept responsibility for all activities that occur under Your Account. At any time following Your registration, You may choose to revoke Your registration by simply erasing Your username and email address and becoming an anonymous user.

6. Use Restrictions

- 6.1. While using the Application, Platform, Trip Planner Algorithm and Services, there are certain types of behaviors which are strictly prohibited, as appears in the list below. Please read this list carefully. Your failure to comply with the provisions set forth herein may result in the suspension or blocking of Your use of the Application, Platform, Trip Planner Algorithm and/or Services and/or the termination of Your Account, and may also expose You to civil and/or criminal liability.
- 6.2. **You may not, whether by Yourself or anyone on Your behalf:**
 - 6.2.1. copy, modify, alter, adapt, make available, translate, reverse engineer, decompile, or disassemble any portion of the Application, Platform, Trip Planner Algorithm and/or Services, including, but not limited to, with respect to any of the Public Transit Information and/or Dynamic Information;
 - 6.2.2. create a browser, frame, border environment or GUI around the Application, Platform, Trip Planner Algorithm and/or Services;
 - 6.2.3. interfere with or disrupt the operation of the Application, Platform, Trip Planner Algorithm and/or Services, or the servers or networks that host the Application, Platform, Trip Planner Algorithm and/or Services or make the Services available, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;
 - 6.2.4. interfere with or violate other users' rights to privacy and other rights, or harvest or collect data and information about users without their express consent, whether manually or with the use of any robot, spider, crawler, site search or retrieval application, or other automatic device or process to access the Application, Platform, Trip Planner Algorithm and/or Services and/or retrieve index and/or data-mine information, including with respect to the Public Transit Information and/or the Dynamic Information;

- 6.2.5. impersonate any person or entity or provide false or misleading personal information;
- 6.2.6. transmit or otherwise make available through or in connection with the Application, Platform, Trip Planner Algorithm and/or Services any virus, "worm", "Trojan Horse", "time bomb", "web bug", spyware, or any other computer code, file, application or program that is malicious by nature or defective, and 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;
- 6.2.7. use the Application, Platform, Trip Planner Algorithm and/or Services for any illegal, unlawful or unauthorized purposes;
- 6.2.8. use the Application, Platform, Trip Planner Algorithm and/or Services for any commercial or other non-personal purposes, including any usage which generates any revenues, whether directly or indirectly, without Our prior written consent.
- 6.2.9. use the Application, Platform, Trip Planner Algorithm, the Service and/or other User's Information for purposes of harassment, stalking, scorning, provocation, acts of terrorism, violence or any other purpose which may endanger other users.

7. Representations and Warranties by the User

As a condition to Your use of this Application, Platform, Trip Planner Algorithm and/or Services, You hereby represent and warrant that:

- 7.1. You are at least 18 years of age and possess the legal authority to enter into this EULA, to use the Application, Platform, Trip Planner Algorithm and/or Services in accordance with all terms and conditions herein, and to fully perform Your obligations hereunder (e.g. You do not have any pending stay of exit order against You);
- 7.2. You are financially responsible for Your use of this Application, Platform, Trip Planner Algorithm and/or Services and/or for any use You may perform with respect to Your Account;
- 7.3. the execution of this EULA does not and will not violate any other agreement to which You are bound, or any law, rule, regulation, order or judgment to which You are subject;
- 7.4. Your use of the Application, Platform, Trip Planner Algorithm and/or Services has not been previously suspended, Your access to the Application, Platform, Trip Planner Algorithm and/or Services has not been previously blocked by Us, nor has Your Account been previously terminated by Us.

- 7.5. You will safeguard Your Account information and will supervise and be responsible for any use of Your Account by anyone other than You;

8. Privacy Policy

8.1. General

The Company respects Your privacy and is committed to protect the information You share with it. The Company believes that You have a right to know the Company's practices regarding the information the Company collects when You use the Application. Below You will find a detailed list of the information the Company collects, how the Company intend to use it and for which purposes:

8.2. What information do the Company collect?

8.2.1. Two types:

- Non identifiable and anonymous information which consists of technical information and behavioral information, such as: users patterns; transit line timelines; and preferred routes
- Identifiable and personal information, such as:
 - personal details (such as full name, email address, home address, office address, TranzMate icon type, which is voluntarily provided by You to Company either directly by You or otherwise; and
 - geographical information regarding the current location of your Mobile Device, subject to Your prior consent, in order to provide You with Our location based services.

For the sake of clarification, any Non-personal Information combined with Personal Information shall be regarded as Personal information.

8.3. For which purposes do the Company collects Non-Personal information?

- To learn about general trends of usage of the Company's Application, and enhance Your experience on the Application (e.g. the Company determines which part of the Application draws more traffic and improve such services areas on the Application); and

Provide Transit Agencies, municipalities, government offices and/or other third parties which may have interest in such information for research, public transit planning and development purposes.

8.4. Personal Information is collected in order to:

- Learn more about Your preferences and suggest relevant content to You;
- Enhance the User experience and adjust Our Services to You personally (e.g. collecting information about Your Mobile Device's geographic location will enable Us to provide You with a more accurate and personalized information); and

- Display in Company's internal organizational facilities or resources for the inspiration of the company's employees and the internal organization; and
- Pursuant to Your consent, deliver targeted advertisements to You.

8.5. Sharing the information with third parties

WE WILL NOT SHARE YOUR PERSONAL INFORMATION WITH ANY THIRD PARTY, EXCEPT FOR THE FOLLOWING CASES: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; (b) to enforce these Privacy Policy or the Terms of Use: www.tranzmate.com/en/license.pdf, including investigation of potential violations of such Terms; (c) to detect, prevent, or otherwise address fraud, security or technical issues; (d) to respond to User's support requests; (e) to respond to claims that any content violates the rights of third-parties; (f) to respond to claims that contact information (e.g. name, email address, etc.) of a third-party has been posted or transmitted without their consent or as a form of harassment; (g) to protect the rights, property, or personal safety of Company, its Users, or the general public; (h) when Company is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of the assets of Company; or (i) pursuant to Your explicit approval, in order to supply certain Services You have requested from Company; and (j) to let Our partners and affiliates serve You with respect to their products and services, including newsletters and publications, advertisements, prizes and benefits, upon Your prior consent.

You hereby acknowledge and agree that the Application may collect and process Personal and Non-Personal Information in accordance with this Section 8 . If You have any questions or concerns with regard to privacy issues, please contact Us through the following address: support@moovitapp.com . For the avoidance of doubt, if You do not agree with this Privacy Policy You are not allowed to use the Application, the Platform, the Trip Planner Algorithm and/or any of the Services.

9. Intellectual Property Rights

- 9.1. The Application, Platform, and the Trip Planner Algorithm, including without limitation, the proprietary algorithms and methods, inventions, patents and patent applications, copyrightable material, graphics, text, sounds, music, designs, specifications, data, technical data, videos, interactive features, software (source and/or object code), files, interface, GUI and trade secrets pertaining thereto (collectively, "**Intellectual Property**"), are fully owned or licensed to Us and are subject to copyright and other applicable intellectual property rights under applicable laws, foreign laws and international conventions. Notwithstanding the above, certain content and features made available or displayed through the Application, Platform, Trip Planner Algorithm and/or Services, including without limitation, graphics, photos, sounds,

music, videos, interactive features, software, scripts, interface, trademarks, service marks and logos may be owned by third parties (e.g. the intellectual property rights to the Public Transit Information may be owned by the Ministry of Transportation, the respective municipalities or the relevant Transit Agency, as the case may be).

- 9.2. Except as provided herein, You are not granted, expressly or by implication, estoppel or otherwise, any license or right to use any of the Intellectual Property and/or the Public Transit Information and/or the Dynamic Information not as explicitly permitted to You under this EULA.

10. Trademarks

"TranzMate", Our company logo and other commercial identifiers We use in connection with the Application, Platform, Trip Planner Algorithm and/or Services are all trademarks and/or trade names of Ours or of Our third party licensors, whether registered or not. No right, license, or interest to such trademarks or trade names is granted hereunder, and You agree that no such right, license, or interest shall be asserted by You with respect to such trademarks and/or trade names.

11. Commercial Advertisements

We may integrate commercials and advertisements, in the Application, Platform, Trip Planner Algorithm and/or Services . All the information contained in such commercials and advertisements belong solely to Us or Our advertisers and We make no warranties or representations as to such advertisements, whether or not We have control over such advertisements.

12. Disclaimer and Warranties

- 12.1. THE APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR SERVICES ARE AT THEIR BETA STAGE AND PROVIDED HERE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 12.2. WE DO NOT WARRANT THAT THE USE OF THE APPLICATION, PLATFORM, THE TRIP PLANNER ALGORITHM AND/OR ANY OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE MAY CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE APPLICATION, THE PLATFORM, THE TRIP PLANNER ALGORITHM AND/OR SERVICES, IN WHOLE OR IN PART, AT ANY TIME.
- 12.3. WE MAKE NO REPRESENTATION REGARDING THE SUITABILITY OF THE APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR SERVICES OR OTHER

INFORMATION PROVIDED THROUGH IT, DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR SERVICES, AND WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE OF ANY AND ALL INFORMATION RECEIVED THROUGH THE APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR SERVICES.

- 12.4. WE DO NOT WARRANT NOR GUARANTEE ANY INFORMATION PROVIDED THROUGH THE APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY PUBLIC TRANSIT INFORMATION AND/OR ANY DYNAMIC INFORMATION, AND ASSUMES NO LIABILITY, WITH RESPECT TO SUCH INFORMATION. AMONG OTHERS, WE MAKE NO REPRESENTATION REGARDING THE ACTUAL ARRIVAL OR DEPARTURE OF THE PUBLIC TRANSIT LINES TO THE RESPECTIVE TRANSIT LINES STOPS, NOR REGARDING THEIR RESPECTIVE ROUTES. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE INFORMATION PRESENTED ON THIS APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR SERVICES SHOULD BE USED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND YOU SHOULD NOT RELY ON THE ACCURACY OF SUCH INFORMATION FOR YOUR DECISION MAKING. WE CANNOT ASSUME ANY RESPONSIBILITY FOR UPDATING OR CORRECTING ANY SUCH INFORMATION ONCE IT HAS BEEN GIVEN. WE ACT MERELY AS A VENUE BETWEEN THE RESPECTIVE - TRANSIT AGENCY'S VEHICLE AND YOURSELF, AND ARE NOT, IN ANY CASE, DIRECTLY OR INDIRECTLY INVOLVED IN ANY TRANSACTION BETWEEN ANY TRANSIT AGENCY OR ANY OTHER THIRD PARTY AND YOURSELF.

13. Limitation of Liability

THE USE OF THE APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR SERVICES IS SOLELY AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION RESULTING FROM OR ARISING OUT OF THE A APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES, LOSS OR COSTS YOU MAY SUFFER DUE TO THE INSTALLATION OF THE APPLICATION ON YOUR RESPECTIVE MOBILE DEVICE, RELIANCE ON ANY PUBLIC TRANSIT INFORMATION AND/OR ANY DYNAMIC INFORMATION, THE USE OF THE APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR ANY OF THE

SERVICES, YOUR RELIANCE ON THE INFORMATION PROVIDED THROUGH THE APPLICATION, PLATFORM, TRIP PLANNER ALGORITHM AND/OR SERVICES, REGARDLESS OF WHETHER WE OR AN AUTHORIZED REPRESENTATIVE OF OURS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE LIABILITY IS MANDATORY IN WHICH EVENT LIABILITY FOR DAMAGES SHALL BE LIMITED TO TEN (10) US DOLLARS.

14. Indemnification

You agree to defend, indemnify and hold Us, Our officers, directors, employees and agents harmless, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of the Application, Platform, Trip Planner Algorithm and/or Services; (ii) Your violation of any term of this EULA; (iii) Your violation of any third party rights, including without limitation any intellectual property rights or privacy right; and (iv) any damage of any sort, whether direct, indirect, special or consequential, You may cause to any third party with relation to the Application, Platform, Trip Planner Algorithm and/or Services. This defense and indemnification obligation will survive this EULA.

15. General

- 15.1. This EULA does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.
- 15.2. Any claim relating to the Application, Platform, Trip Planner Algorithm and/or Service or its use thereof will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles.
- 15.3. Any dispute arising out of or related to Your use of the Application, Platform, Trip Planner Algorithm and/or Service will be brought in, and You hereby consent to exclusive jurisdiction and venue in, the competent courts of the Tel-Aviv-Jaffa District, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule.
- 15.4. If any provision of this EULA is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this EULA and will not affect the validity and enforceability of any remaining provisions.
- 15.5. 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.
- 15.6. This EULA constitutes the entire terms and conditions between You and the Company relating to the subject matter herein and supersedes any

and all prior or contemporaneous written or oral agreements or understandings between You and Us.

16. Complains

If You feel that any of Your personal rights has been compromised on the Service, or the Application please contact Us at support@moovitapp.com and We will exert Our best efforts to handle Your complaint.

17. User Generated Content

The Application, Platform and/or Services allow You to link to, post, publish and make available through it (either on designated billboards or otherwise), Your own copyrightable materials such as text contributions and other proprietary materials (the "**User Generated Content**"). As long as Your User Generated Content is subject to the applicable copyright law, such User Generated Content shall remain at all times, and to the extent permitted by law, Your sole and exclusive property. You understand and agree that You are solely responsible for Your User Generated Content and the consequences of posting or publishing such material in any way. You represent and warrant that You have (and will continue to have) all necessary licenses, rights, consents, and permissions which are required to use and to enable the Application, Platform and/or Services to use Your User Generated Content. You agree that You will not post or upload any User Generated Content containing content which is unlawful for You to possess, post or upload in the country in which You are resident, or which it would be unlawful for Company to use or possess in connection with the Application, Platform, Trip Planner Algorithm and/or other Services.

Company has the right, but no obligation, to remove under its sole discretion any User Generated Content for any reason, including without limitation in case it suspect or believe that the User Generated Content is unlawful, offensive, threatening, libelous, defamatory, obscene, or otherwise violates any third-party's rights, including intellectual property rights, copyrights and/or privacy rights and/or this EULA or other policies.

Unless the User Generated Content was transmitted to a third party via the application, platform, trip planner algorithm and/or services You can ask Company to remove any User Generated Content uploaded by You to the Application, Platform and/or Services by sending an email to Transmate support at support@tranzmate.com. Company explicitly reserves the right to remove the User Generated Content without a prior notice, at its sole discretion.

When You upload, post, publish or make available User Generated Content on the Application, Platform, Trip Planner Algorithm and/or Services, or use such User Generated Content via the Application, Platform, Trip Planner Algorithm and/or other Services, You (i) grant the Company an irrevocable, perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable and worldwide license, to use, reproduce, distribute, transmit, prepare derivative works of, display, make available to the public by use of databases, such as user suggestions databases, and perform that User Generated Content in

connection with the Application, Platform, Trip Planner Algorithm and/or the Services, whether through the Internet, any Mobile Device or otherwise, in any media formats and through any media channels known today and developed in the future; *and* (ii) irrevocably waive Your moral rights with respect to Your User Generated Content, in connection with Our use of such User Generated Content as described hereunder.

18. Copyright Agent

We respect the Intellectual Property rights of others. If You believe that any content displayed through the Application, Platform and/or the Services is infringing Your rights, including, but not limited to, if you believe that content relating to any of Your User Generated Content have been copied in a way that constitutes copyright infringement, please provide the following information in writing to TranzMate'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 TranzMate to locate the material; (iv) Information so that We can contact You, such as address, telephone number and e-mail address; (v) A statement that You have a good faith belief 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, that You are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. TranzMate's Copyright Agent can be reached at the following address support@moovitapp.com .