Moovit - Editors Interface - Terms of Use

Last Revised: October 7, 2014

TranzMate Ltd., and its affiliates ("Moovit", "we", "our", "Company"), welcome you (the "User(s)", or "you") to our Editor Interface (the "Site"). Each User of the Site may use the Site in accordance with the terms and conditions hereunder ("Terms of Use" or "Terms").

The Site allows you to offer information which may be helpful for the enhancement and operation of the Moovit Application by providing certain public transit information (as such Moovit Application is defined in the EULA or other terms of use of the Moovit Application available at: http://static.moovitapp.com/userguide/eula_en.html as updated from time to time and incorporated by reference herein ("EULA"). The Site enables you to edit the location of the transit line stops of certain transit agencies supported by the Application ("Transit Agencies") ("Transit Line Stop(s)") and edit or provide any static information pertaining to public transit (e.g.: name of Transit Agency, Transit Line Stops locations, transit lines timetables, frequencies and travel routes) ("Public Transit Information").

IMPORTANT: BY REGISTERING AND/OR USING THIS SITE, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREUNDER WHICH CONSITUTES AS LEGAL AND ENFORCABLE AGREEMENT AS WELL AS TO THE EULA AVAILABLE AT: http://static.moovitapp.com/userguide/eula-en.html. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS HEREUNDER OR OF THE EULA - YOU ARE NOT ALLOWED TO USE THE SITE AND ANY OF THE SERVICES CONTAINED THERETO.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in the EULA,.

To enjoy and use the Site, you must be over the age of thirteen (13). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of thirteen (13) are not using the Site. In the event that it comes to our knowledge that a person under the age of thirteen (13) is using our Site, we have the right to prohibit and block such User from accessing the Application and/or the Site and will make all efforts to promptly delete any information about such user.

1. Your Account

Using the Site requires you to open an account (the "Account"). The registration is free of charge. You must safeguard and not disclose your username and password of your Account and you must supervise the use of such Account. You must provide accurate and complete information for creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. You are solely and fully responsible for any activities that occur under your Account.

If you wish to modify or terminate your user name, password and/or any other additional information you may do so by contacting us at: community@moovitapp.com.Your Account on the Site and/or the App will terminate within a reasonable timeframe following your request.

Please note that once you have provided Moovit any User Generated Content (as defined below) including Public Transit Information such User Generated Content remains subject to the rights granted by you to Moovit hereunder in a non-identified manner, for the purpose of Moovit's continued ability to provide and develop its product and supply its services, we do not delete the User Generated Content including the Public Transit Information you provided even after termination of your account.

2. License and Restrictions

- 2.1 Subject to the limitations and restrictions provided in these Terms of Use, Company grants you a limited, non-exclusive, non-sub licensable, non-transferable, revocable license, to use the Site in accordance with the terms and conditions of these Terms of Use for the sole purpose of enabling you to use certain of our services. For the avoidance of doubt, it is hereby made clear that these Terms of Use do not convey to you any interest in or title to the Application, Platform, Trip Planner Algorithm, Site and/or any of the Services, but only limited rights to use the Application, Platform, Trip Planner Algorithm, Site and/or any of the Services solely in accordance with the terms and conditions hereunder.
- 2.2 While using the Site, 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, Site and/or Services and/or the termination of Your Account, and may also expose you to civil and/or criminal liability.

2.3 You may not, whether by Yourself or anyone on Your behalf:

(i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the content made accessible on or through the Site, including any information, videos, text, graphics, software programs used by Company in connection with the Site, material, data obtained from or through this Site, as well as any information relating to Public Transit Information (collectively, the "Content"), or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted under these Terms of Use; (ii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without Company's prior written consent; (iii) create a browser or border environment around Company Content (no frames or inline linking is allowed); (iv) interfere with or violate any other User's right to privacy or other rights, or harvest or collect information including personal information about Users of the App and/or Site, including by using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including Users or include such unlawful, hateful, obscene, indecent, or otherwise illegal content in the User Generated Content posted, transferred or uploaded by you on or through the Site; (vi) transmit or otherwise make available in connection with this Site and/or App 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; (vii) interfere with or disrupt the operation of the Application and/or Site, or the servers or networks that host the Application and/or Site or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (viii) sell, license, or exploit for any commercial purposes any use of or access to the Application and/or Content of this Site; (ix) frame or mirror any part of this Site and/or Application without the Company's prior express written authorization; (x) create a database by systematically downloading and storing all or any of the Content from this Site and/or Application; (xi) forward any data generated from the Application and/or Site without the prior written consent of Company; or (xii) use the Application and/or Site for any illegal, immoral or unauthorized purpose; (xiii) use the Application and/or Site and/or Content for non-personal or commercial purposes without Company's express prior written consent; (xiv) remove, or disassociate, from the Content and/or Site and/or Application any copyright, trademark or other proprietary notices contained in such materials (such as ©, TM, or ®); (xv) interfere with or disrupt the operation of this Site and/or Application and/or the Service, or the servers or networks that host the Site and/or the Service and/or the Application or make the Site, Application and/or the Service unavailable, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers, or networks; or (xvi) to impersonate any person or entity, including, but not limited to, any Company agent or representative, falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Company endorses you, your website, your business or any statement you make, or present false information about the Service, the Application or the Site on any other website you linked via the Site or App; or (xvii) infringe or violate any of the Terms.

3. Representations and Warranties by the User

As a condition to your use of the Site, You hereby represent and warrant that:

(i) You are at least thirteen 13 years of age and possess the legal authority to enter into this Agreement to use the Site and/or Services in accordance with all terms and conditions herein, and to fully perform Your obligations hereunder; (ii) the execution of these Terms of Use 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; (iii) Your use of the Application, Platform, Trip Planner Algorithm, Site 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. (iv) You will safeguard your Account information and will supervise and be responsible for any use of your Account by anyone other than you; (v) You will use the Site and Services in a legal manner according to every applicable law, act, regulation or order

4. License and Intellectual Property Rights

The Site, the Content and the Company's proprietary software and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, texts, images, designs (including the "look and feel" of the Site), specifications, methods, procedures, information, know-how, algorithms, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered or capable of being registered, excluding the User Generated Content (collectively, "Intellectual Property"), are owned and/or licensed to Company and subject to copyright and other applicable intellectual property rights under United States laws, foreign laws and international conventions.

You may not copy, distribute, display, execute publicly, make available to the public, 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 the Company's proprietary rights, including the Company'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.

The Company has no obligation to provide upgrades, modifications or new releases under these Terms.

MoovitTM, and all Company marks and logos and all other proprietary identifiers used by the Company in connection with Moovit ("Company Trademarks") are all trademarks and/or trade names of the Company, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners ("Third Party Marks"). No right, license, or interest to the Company 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 the Company Trademarks or

the Third Party Marks and therefore you will avoid using any of those marks, except as permitted under these Terms.

5. Linking to the Company's Site or Linking to Third Party Websites

We welcome links to any page on our Site and/or App. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website by the Company, and does not portray the Company in a false or otherwise offensive manner. We do not permit framing or inline linking.

Certain links which may be provided herein permit you to leave this Site and enter non-Moovit websites or resources. Those linked sites are provided solely as a convenience to you. These linked sites are not under the control of the Company and it is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content advertising, products or other information on or available from such linked sites or any link contained in a linked site. The Company reserves the right to terminate any link at any time. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such linked sites or resource. We encourage you to carefully read the privacy policies and the terms of use of such websites before using those sites.

6. User Generated Content

- 6.1 The Site allows you to upload, post, publish and make available through it, data including Public Transit Information (the "User Generated Content"). Please be sure that while you use the Site you respect the proprietary rights including any intellectual property and privacy rights of third parties who have any rights with respect to the User Generated Content you uploaded to the Site. The Company 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 Generated Content.
- 6.2 You hereby agree and consent that no User Generated Data you provide contain any intellectual property and shall be considered Company's proprietary data. You hereby further acknowledge and agree that the User Generated Content is non-confidential. You understand and agree that you are solely responsible for your User Generated Content and the consequences of posting or publishing such User Generated Content, on the Site or Application, in any way. You hereby warrant that your User Generated Content is true, current, accurate and complete.

IT IS THE USER'S 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 GENERATED CONTENT, AND TO ADHERE TO ANY APPLICABLE STATE AND FEDERAL LAWS REGARDING SUCH INFORMATION.

You expressly agree that the User Generated Content will not include any unsolicited promotions, advertising, contests or raffles.

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 the Company to use or possess in connection with the Service (including but not limited to any content which is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive or fraudulent).

Although the Company has no obligation to screen, edit or monitor any of the User Generated Content, the Company explicitly reserves the right, at its sole discretion, to remove or edit, without giving any prior notice, any User Generated Content available on the Site and/or the App at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Generated Content you post or store on the Site and/or the App at your sole expense.

6.3 When you upload, post, publish or make available any User Generated Content on the Site, You hereby furnish and grant to Company irrevocably the full rights in and to the User Generated Data and any part thereof. To the extent that the User Generated Content you provide via this Site is subject to the applicable copyright law or other intellectual property right, such User Generated Content shall remain at all times, and to the extent permitted by law, Company's sole and exclusive property. The Company may publish and use any User Generated Content without the Users prior consent. You hereby agree and understand that you will not be entitled to prevent any transfer of User Generated Content to any third party (and to the extent required by law agree to such transfer including cross-border and to any third party). The Company shall not bear any liability for any use by any third party of the User Generated Content. In addition, you hereby explicitly waive any moral right (including without limitation a right of attribution of the User Generated Content, a right to prevent distortion or other change in the User Generated Content) and any equivalent right you may have in and to the User Generated Content and forever waive and agree not to claim or assert any entitlement to any and all moral rights in or in connection with any of the User Generated Content.

7. No Relationship between the User and the Company and No Compensation

These Terms do not, and shall not be construed to create any partnership, joint venture, employeremployee, agency, or franchisor-franchisee relationship between the Company and User or any third party.

Company may elect, in its sole discretion, a number of users using the Site and offer them a role in the Moovit Users community, including suggesting certain activities including particular activities within a certain geographic area. If you are elected and offered such role you may, for any reason whatsoever, accept or reject it. These roles are totally voluntary. Any time after accepting the role, you are completely free at to stop acting at such role, and/or performing any activity for any reason whatsoever, and without consequence. We only ask that you notify us of your decision at: community@moovitapp.com.

The Company may also, at its sole discretion, award its Users symbolic prizes ("Swags") such as branded commercial merchandise, virtual points etc. Swags will provided "as is" and their distribution or lack of distribution will not inflict any liability on the Company regarding the nature and quality of the Swag. No Swag or appointment shall be considered evidence or a part of any employer-employee relationship, partnership, or any other relationship of any kind.

6.4 You agree and acknowledge that opportunity to use the Site and your enjoyment of the Company's Services of any kind, constitutes the sole and entire compensation in connection with uploading and furnishing any data and User Generated Content to the Company. You agree and acknowledge that this compensation constitutes sufficient compensation for any purpose under any jurisdiction, and that as applicable, you irrevocably waive any claim right or interest you may have under any applicable

law to receive monetary or other compensation in connection with any such data or User Generated Content against Moovit, including its representatives, shareholders, affiliates, officers, agents, employees or anyone on its behalf.

8. Misconduct and Copyright Agent

We care for your safety and wellbeing. If you believe a User acted inappropriately including (but not limited to) offensive, violent or sexually inappropriate behavior, please report immediately such person to the appropriate authorities and to us.

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; (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, that 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: community@moovitapp.com

9. Availability

The Site's availability and functionality depends on various factors, such as communication networks. The Company does not warrant or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be error-free. The Company reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Application and/or Site (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content provided under this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that the Company shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Application, Site and/or the Content.

10. Disclaimer and Warranties

THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT AVAILABLE ON THE SITE (INCLUDING BUT NOT LIMITED TO THAT THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS).

THE CONTENT, THE USER GENERATED CONTENT AVAILABLE ON THIS SITE AND/OR APPLICATION MAY INCLUDE INACCURACIES OR ERRORS. THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE CONTENT, THE USER GENERATED CONTENT AND/OR THE SERVICES ON THE SITE AND/OR APPLICATION.

THE SITE, AND THE USER GENERATED CONTENT AVAILABLE ON THE SITE ARE ALL PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, RELIABILITY AND/OR QUALITY OF SERVICE, WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE. MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

THE COMPANY DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE CONTENT, INCLUDING, WITHOUT LIMITATION, THE USER GENERATED CONTENT AND THE USE OF THE SITE. THE USE OF THE SITE AND/OR THE CONTENT ARE ENTIRELY AT YOUR OWN RISK AND COMPANY SHALL HAVE NO LIABILITY RELATING TO SUCH USE.

COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE SITE AND/OR SERVICES ARE OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS.

11. Limitation of Liability

IN NO EVENT SHALL COMPANY INCLUDING ITS AFFILIATES, SUBSIDIARIES, PARTNERS OR LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE, THE CONTENT, THE USER GENERATED CONTENT AND/OR THE SITE INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS RESULTING FROM OR ARISING OUT OF THE SERVICE, THE CONTENT AND/OR SITE, OR THE USE OR INABILITY TO USE THE SERVICE OR SITE, THE SITE, OR FAILURE OF THE SERVICE, AND/OR SITE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL OR PROFITS, THE PERFORMANCE OR FAILURE OF COMPANY TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF COMPANY BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE PREVIOUS PARAGRAPH, IF THE COMPANY IS FOUND TO BE LIABLE THE LIABILITY OF THE COMPANY, INCLUDING ITS AFFILIATES, SUBSIDIARIES, PARTNERS OR LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS), TO YOU OR TO ANY THIRD PARTY, IS LIMITED TO US\$10 (TEN DOLLARS). CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12. Indemnification

You agree to defend, indemnify and hold harmless the Company (including its affiliates, subsidiaries, partners or licensors or any of their respective officers, directors, employees and/or agents) 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 Content and/or Site; (ii) your violation of any of these Terms; (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 the Site (including your violation of any law or the rights of third party); (iv) the User Generated Content you uploaded to the Site and/or the Application; (v) the Company's publication, distribution or use of such User Generated Content you uploaded to the Site and/or the App; and (vi) any claims for damages arising out of any decision made or action taken or not taken in reliance on the Content on the Site and/or the Application.

13. Amendments to these Terms

The Company may change these Terms from time to time, at its sole discretion. We will notify regarding substantial changes of these Terms on the homepage of the Site and/or we will send you an e-mail regarding such changes to the e-mail address that you provided us. Such substantial changes will take effect seven (7) days after such notice was provided on our website or sent by email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site and/or App after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

14. Termination of your Account and Termination of the Site's operation

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

Additionally, the Company may at any time, at its sole discretion, cease the operation of the Site or any part thereof, temporarily or permanently, or delete any information from the Site without giving any prior notice. You agree and acknowledge that the Company does not assume any responsibility with respect to, or in connection with the termination of the Site's operation and loss of any data. The provisions of the Intellectual Property Rights, Disclaimer and Warranties, Limitation of Liability, Indemnification and General sections, will survive the termination, or expiration of the Terms.

13. Privacy Policy

The Company respects your privacy and is committed to protect personal and identifiable information you might share with it. The Company believes that you have a right to know our practices regarding the information the Company collects when you connect to, access or use the Site. Our policy and practices and the type of information collected are described in our Privacy Policy available in the EULA. If you intend to connect to, access or use the Site, you must first read and agree to the Privacy Policy and EUAL. Please note that certain information (including non-personal information) may contain certain personal and identifiable information (as detailed in the EULA). Company shall use such personal and identifiable information only in accordance with its privacy policy.

15. General

You represent and warrant that (i) you are not located in a country that is subject to a U.S. or Israeli Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) that you are not listed on any U.S. Government list of prohibited or restricted parties. Any claim relating to this Site or use of this Site will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of the Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the State of 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 the Company'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 Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company. Notices to you may be made via email or regular mail. The Site 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.

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an email at: community@moovitapp.com, and we will make an effort to reply within a reasonable timeframe.