

# Off-Road App End User License Agreement

This End-User License Agreement (“Agreement” or “EULA”) governs your use of the “**Off-Road App**” software (“Software App”) and Services (described in **Section 1**) provided by **Off-Road Adventures LTD**, its subsidiaries and contractors (“**Off-Road Adventures LTD**”) designed to operate on your mobile device powered by the **Android** operating system provided by **Google, Inc.**, **iOS** operating system provided by **Apple Inc.** and **Windows Mobile** operating system provided by **Microsoft**.

The Software is licensed, not sold.

You, the end-user of the Software, acknowledge that the Agreement is entered into by and between **Off-Road Adventures LTD** and you.

Your use of the Software constitutes your acceptance of the terms of this Agreement, which may be amended from time to time by **Off-Road Adventures LTD**. The most recent version of this Agreement shall always be available on the Internet on our website and App. **Off-Road Adventures LTD** reserves the right to change or modify this Agreement or any other **Off-Road Adventures LTD** policies related to use of the Software or Services at any time, and at its sole discretion. Continued use of the Software and Services following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

This End User License Agreement (“Agreement”) is between you and **Off-Road** and governs use of this app made available through the **Android Store**, **Apple Store** and **Microsoft Store**. By installing the **Off-Road App**, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the **Off-Road App**.

## Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND DOWNLOADING THE SOFTWARE APP OR BY INSTALLING, USING, OR COPYING THE SOFTWARE APP. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO DOWNLOAD THE SOFTWARE APP. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU

MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE APP.

ALL TERMS REFER TO THE OFFER, ACCEPTANCE AND CONSIDERATION OF PAYMENT NECESSARY TO UNDERTAKE THE PROCESS OF OUR ASSISTANCE TO THE CLIENT IN THE MOST APPROPRIATE MANNER, WHETHER BY FORMAL MEETINGS OF A FIXED DURATION, OR ANY OTHER MEANS, FOR THE EXPRESS PURPOSE OF MEETING THE CLIENT'S NEEDS IN RESPECT OF PROVISION OF **OFF-ROAD'S** STATED SERVICES/PRODUCTS, IN ACCORDANCE WITH AND SUBJECT TO **ISREALI LAW**.

## 1. Description of Services

**Off-Road** is a social navigation application where users can record tracks, add images, and share their tracks with travelers and participants seen on the map.

Users can choose to start a new navigation, or alternatively; navigate on a track that was previously published by another **Off-Road** App user.

Users can log into the app, explore "shared tracks" from the list of available tracks, or "record" a new navigation. Once navigation is ended, users will be able to publish their navigation to the "shared tracks" list.

When a user navigates, he may share his track with friends and other travelers, and share his location in real time as well as upload images, or write about points of interest he captured on his route.

All user tracks are saved on our servers and are available through the web interface (in the user's private area).

**Please note that once a user shares his track to the community, he give us permission and rights to the content which we will make available to other users in the Off-Road App community.**

## 2. Limited License

**Off-Road** grants you a limited, non-exclusive, non-transferable, revocable license to use the **Off-Road** App for your personal, **non-commercial** purposes. You may only use the **Off-Road** App on Android devices that you own or control and as permitted by the Android Play Store Terms of Service.

### 3. Copyrights and Trademarks

You acknowledge that no title to the intellectual property in the **Off-Road App** is transferred to you. You further acknowledge that title and full ownership rights to Off-Road will remain the exclusive property of **Off-Road Adventures LTD**, and you will not acquire any rights to the Software, except as expressly set forth in this License Agreement. All title and copyrights in and to the **Off-Road App** (including but not limited to any images, photographs, animations, video, audio, music, text and “applets,” incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by **Off-Road Adventures LTD**.

This Software is protected by copyright laws, international copyright treaties, other intellectual property laws and treaties.

### 4. Objectionable Content Policy

Content may not be submitted to **Off-Road**, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content.

Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

### 5. Terms of Use

Part of the content in the **Off-Road App** is uploaded by other users;

- ❖ We are not responsible for the uploaded contents of the users
- ❖ We are not responsible for damage of any kind incurred as a result of using the contents of the **Off-Road App** which includes recommendations, tracks, routes, images or any other content.

**All uses of the Software Product or reliance on its content, therefore, are the full and exclusive responsibility of users.**

- ❖ **Off-Road Adventures LTD** reserves the right to share and publish your tracks, images, map points and all data that is related to the trip you published.
- ❖ When publishing information on the **Off-Road App**, you warrant that you own the material, and are not violating copyrights or any third party rights.

## **6. Restrictions on Use**

- ❖ You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the **Off-Road App**.
- ❖ **You may not use the Off-Road App to send offensive messages or messages with inappropriate content (including inappropriate images).**
- ❖ **You may not use the Off-Road App to publish false content about the tracks or places or any information that may mislead other users.**
- ❖ You may not use the database portion of **Off-Road App** in connection with any software other than the Software App (Off-Road).

## **7. Privacy**

**The privacy of our users and data is important to us, but users must acknowledge that the web is not 100% secure; therefore, we will not be held responsible for any damage that may occur in case of stolen data from our server, including private information, images or any other uploaded content.**

**Off-Road** may collect and use information about your usage of the **Off-Road App**, including certain types of information from and about your device. **Off-Road** may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the **Off-Road App**.

## 8. Warranty and Limitation of Liability

**Off-Road Adventures LTD, Off-Road Adventures LTD** disclaims all warranties about the **Off-Road App** to the fullest extent permitted by law. Unless otherwise explicitly agreed to in writing by **Off-Road Adventures LTD, Off-Road Adventures LTD** makes no other warranties, express or implied, in fact or in law, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose other than as set forth in this agreement or in the limited warranty documents provided with the Off-Road Software.

**TBD or Off-Road Adventures LTD** makes no warranty that Off-Road App will meet your requirements or operate under your specific conditions of use. **Off-Road Adventures LTD** makes no warranty that operation of Off-Road App will be secure, error free, or free from interruption. You must determine whether **off-road** sufficiently meets your requirements for security and uninterruptedness. You bear sole responsibility and all liability for any loss incurred due to failure of the software product to meet your requirements.

**TBD or Off-Road Adventures LTD** WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

Under no circumstances shall **Off-Road Adventures LTD**, its directors, officers, employees or agents be liable to you or any other party for indirect, consequential, special, incidental, punitive, or exemplary damages of any kind (including lost revenues or profits or loss of business) resulting from this agreement, or from the furnishing, performance, installation, or use of the off-road app, whether due to a breach of contract, breach of warranty, or the negligence of **Off-Road Adventures LTD** or any other party, even if **Off-Road Adventures LTD** is advised beforehand of the possibility of such damages. To the extent that the applicable jurisdiction limits **Off-Road Adventures LTD's** ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

## 9. Maintenance and Support

**Off-Road** does provide maintenance or support for its services but not to the extent that any maintenance or support is required by applicable law.

## **10. Product Claims**

**Off-Road** is responsible for addressing any claims by you relating to the **Off-Road** App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the **Off-Road** App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

## **11. Third Party Intellectual Property Claims**

**Off-Road** shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the **Off-Road** App. To the extent **Off-Road** is required to provide indemnification by applicable law, **Off-Road** shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the **Off-Road** App or your use of it infringes any third party intellectual property right.

## **12. Governing Law, Jurisdiction and Costs**

This Agreement is governed by the **Israeli Laws**, without regard to **Israel's** conflict or choice of law provisions.

## **13. Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

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