

# STREETSMART LTD.

## Terms and Conditions of Service and End User License Agreement

### 1. ACKNOWLEDGMENT AND ACCEPTANCE.

- 1.1. Please read these Terms and Conditions of Service and End User License Agreement ("TOS" or "Terms") before using or accessing in any form or manner any of the products, application and/or services available through or in connection with the Streetsmart driver app (hereinafter the "Products and Services"). These Terms constitute a binding agreement between you and STREETSMART LTD. and its affiliates ("STREETSMART") and by using and/or merely downloading any of the Products and Services in any form and manner you agree to abide, and that you are bound, by these Terms. STREETSMART reserves the right to change these Terms at any time, and you agree (including by virtue of your continued use of the Products and Services) to be bound by any such changes. By using any of the Products and Services you hereby declare that you are a licensed taxi driver in the State of New York.
- 1.2. You can find the most recent version of these Terms at [www.streetsm4rt.com](http://www.streetsm4rt.com). Regardless of whether STREETSMART has provided you notice, your continued use of the Products and Services (following STREETSMART's notice or posting of changed Terms) will constitute your acceptance of such changes. It is your responsibility to check regularly for changes to the Terms and ensure that any contact or other information you provide to STREETSMART is updated and correct.

### IMPORTANT NOTES:

**Cautious driving.** By accepting these Terms you hereby undertake to always drive vigilantly according to road conditions and in accordance with traffic laws. In addition, by accepting these Terms you hereby acknowledge that (a) it is strictly forbidden to use the Products and Services for any purpose, other than navigation, while driving and that (b) activation of the Products and Services may only be made after you stop the vehicle in an appropriate location permitted by law.

**Road information prevails.** The information provided by the Products and Services is not intended to replace the information provided on the road, such as travel direction, time based restrictions, lane restrictions, road blockades, traffic signs, traffic lights, police instructions, etc.

**Location-based Service.** Some features of the Products and Services make use of detailed location and route information, for example in the form of GPS signals and other information sent by your mobile phone on which the Products and Services are installed and activated. These features cannot be provided without utilizing this technology. In addition, in order to use the Products and Services, you shall have to set up a username for yourself and provide STREETSMART with the following personal information: first name, surname, e-mail address and taxi license number. STREETSMART shall use such information and other information collected by it in connection with your use of the Products and Services in accordance with the privacy policy attached as Exhibit A to these Terms (the "**Privacy Policy**"). By accepting these Terms you hereby acknowledge and agree to the collection, storage and use of this information by STREETSMART in accordance with the Privacy Policy and any applicable laws and regulation.

## **2. GRANT OF RIGHTS; RIGHT TO MODIFICATION AND SHUT DOWN.**

- 2.1. Subject to the terms and conditions hereunder, you are hereby granted with a limited non-exclusive, non-transferrable, non-sublicensable, revocable, free of charge license to use the Products and Services, for your own personal use, in the scope and manner specified hereunder, until the termination or expiration of these Terms.

NOTE that the above license is provided personally to you and that no other person may use the Products and Services unless such person individually accepts these Terms.

- 2.2. Restrictions. Other than the rights expressly licensed hereunder to you, no other rights or interest whatsoever in any of the Products and Services and/or any component thereof, are transferred or granted. Without limiting the foregoing, you may not: (i) use the Products and Services or any part thereof, for purposes other than the explicitly set forth hereunder; (ii) offer to third parties a service of your own that uses the Products and Services; (iii) sub-license, resell or re-offer the Products and Services, or any part thereof; (iv) reverse engineer or de-compile, copy, modify or revise the Products and Services, or any part thereof, or create derivative works thereof; (v) otherwise commercially utilize the Products and Services, or any part thereof. For clarity, the examples listed herein are made for illustrative purposes only; they do not constitute an exhaustive list of restricted activities involving the Products and Services.
- 2.3. You acknowledge and agree that STREETSMART has the right, at any time and for any reason, at its sole discretion with or without notice to you: (i) to terminate and/or shut down (temporarily or permanently) any or all of the Products and Services, and (ii) modify, adapt or change the Products and Services, the Products and Services' features, the user interface and design, the extent and availability of the contents in the Products and Services and any other aspect related to the Products and Services. You will have no claim, complaint or demand against STREETSMART for applying such changes or for failures incidental to such changes.
- 2.4. In view of the nature of the Products and Services, the fact that it is in Beta stage, and in view of STREETSMART right to shut down any or all of the Products and Services: (i) YOU MAY NOT RELY ON THE ACCURACY OF THE PRODUCT AND SERVICES, (ii) YOU SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY AND ALL USE YOU MAKE OF ANY OUTCOME AND/OR RESULTS OF USE OF THE PRODUCTS AND SERVICES, AND WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, YOU ARE HEREBY ADVISED TO CAREFULLY REVIEW ANY AND ALL OUTCOME OF THE PRODUCTS AND SERVICES; AND (iii) YOU MUST MAKE EVERY ATTEMPT TO SAFEGUARD YOUR DATA AT ALL TIMES. STREETSMART AND ANY AND ALL OF ITS AFFILIATES, PROVIDERS OR PARTNERS DO NOT ASSUME RESPONSIBILITY FOR THE USE OR OUTCOME OF USE OF THE PRODUCTS OR SERVICES AND/OR FOR ANY RELATED LOSS OR DAMAGES.
3. **OWNERSHIP**. You acknowledge and agree that STREETSMART (and to the extent relevant any of its licensors) is the exclusive owner of the Products and Services, including, without limitation, any and all intellectual property or proprietary rights therein as well as any and all modifications, enhancements or derivatives thereto. You hereby agree to notify STREETSMART promptly in the event that you become aware of any infringement of such rights, including but not limited to infringement by any third party. STREETSMART shall have the right, in its sole discretion, to prosecute lawsuits against any party for infringement of STREETSMART's rights in the Products and Services, and any part thereof. You hereby agree to reasonably cooperate with STREETSMART, in the prosecution of any suit involving infringement.

## **4. PROHIBITED USE OF THE PRODUCTS AND SERVICES.**

You agree that you will not use the Product and Services for any of the following purposes, nor permit anyone else to:

- 4.1. use the Products and Services for any purpose other than as provided for under These Terms;
- 4.2. rent, lease, sell, sublicense, or otherwise use the Products and Services or any components therein, for commercial or production purposes, or in any other product, which is marketed or used commercially, or for any other purpose whatsoever;
- 4.3. transfer your rights under these Terms in any manner to any third party;
- 4.4. copy, create derivative works from, reverse engineer, decompile, disassemble, modify or otherwise attempt to discover the source code or structure, sequence and organization of the Products and Services or any components therein;
- 4.5. integrate or combine any of the Products and Services components, with any other software or hardware;
- 4.6. export or re-export the Products and Services, or any portion thereof, in violation of any laws or regulations;
- 4.7. brand the Products and Services as your own or declare you own rights in relation to the Products and Services;
- 4.8. imply that STREETSMART endorses your own work or use any title, trademark, logo or label relating to the Products and Services for your own work;
- 4.9. transmit or otherwise make available in connection with the Products and Services 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;
- 4.10. interfere with or disrupt the operation of the Products and Services, or the servers or networks that host the Products and Services or make the Products and Services available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- 4.11. frame or mirror any part of the Products and Services;
- 4.12. forward any data generated from the Products and Services without the prior written consent of STREETSMART;
- 4.13. transfer or assign your Products and Services accounts' password, even temporarily, to a third party;
- 4.14. Use the Product and Services for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or
- 4.15. infringe or violate any of the terms of these Terms.

## **5. ACCURACY AND RETENTION OF INFORMATION AND COMPLIANCE WITH LAWS.**

- 5.1. You agree that any registration information you give to STREETSMART will always be accurate, correct and up to date.
- 5.2. You agree to use the Product and Services only for purposes that are permitted by (a) these Terms and (b) any related third party providers applicable terms; and (c) any applicable law, regulation in the relevant jurisdictions.
- 5.3. You acknowledge that in connection with the provisions of the Products and Services STREETSMART retains certain information and data with respect to logs and history of your activities, etc.
- 5.4. You agree that STREETSMART may share data related to your use of the Products and Services, with its affiliates, contractors or agents for the purpose of supporting your use of the Products and Services and to offer or provide you with other related services from STREETSMART or STREETSMART affiliates.

## **6. RIGHT TO SHUT DOWN, DENY OR LIMIT ACCESS**

- 6.1. STREETSMART reserves the right to limit or revoke your access to any of the Products and Services, in its sole discretion, at any time, and for any reason, including, but not limited to technical difficulties or violation of these Terms.
- 6.2. STREETSMART is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Product and Services which STREETSMART provides may change from time to time without prior notice to you.
- 6.3. As part of this continuing innovation, you acknowledge and agree that STREETSMART may stop (permanently or temporarily) providing the Product and Services (or any features within the Product and Services) to you or to users generally at STREETSMART's sole discretion, without prior notice to you. You may stop using the Product and Services at any time. You do not need to specifically inform STREETSMART when you stop using the Product and Services.
- 6.4. Any termination and/or expiration of these Terms shall also automatically terminate the licenses granted hereunder

## **7. CONSIDERATION.**

- 7.1. The use of the Products and Services is currently free. Notwithstanding, STREETSMART reserves the right to charge, in the future, fees for the use of the Products and Services. In the event that any fees are charged by STREETSMART in consideration for the use of the Products and Services, STREETSMART will contact you and your further use of the Products and Services will be subject to execution of a separate commercial agreement between you and STREETSMART.

## **8. INDEMNITY.**

You agree to defend, indemnify and hold STREETSMART and anyone on its behalf, including but not limited to, all of its owners, managers, officers and employees, harmless against any losses, expenses, costs, claims, damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to your breach of the terms of these Terms.

## **9. WARRANTY DISCLAIMERS.**

9.1. THE PRODUCT AND SERVICES ARE PROVIDED "AS IS". STREETSMART SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH OR ARISING OUT OF ANY USE OF THE PRODUCTS AND SERVICES. STREETSMART DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES ARE ERROR-FREE OR FAULT TOLERANT OR THAT IT WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS, OR THAT IT IS SAFE, SECURED FROM UNAUTHORIZED ACCESS TO THE STREETSMART's COMPUTERS, IMMUNE FROM DAMAGES, FREE OF MALFUNCTIONS, BUGS OR FAILURES, INCLUDING, BUT NOT LIMITED TO HARDWARE OR SOFTWARE FAILURES. STREETSMART DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT.

9.2. ADDITIONALLY AND WITHOUT DEROGATING FROM THE ABOVE, STREETSMART DISCLAIMS ANY WARRANTIES RELATING TO THE ACCURACY OF THE MAPS, ROAD CONDITIONS, DRIVING DIRECTIONS OR NAVIGATION ROUTES PRESENTED OR

DISPLAYED IN OR BY THE PRODUCTS AND SERVICES (FOR INSTANCE, TRAFFIC MAY BE CONGESTED IN ROADS DEPICTED BY THE PRODUCTS AND SERVICES AS UNCONGESTED, EXISTING ROADS MAY BE MISSING FROM THE MAP). YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ASSUME FULL, EXCLUSIVE AND SOLE RESPONSIBILITY FOR THE USE OF AND RELIANCE ON THE PRODUCTS AND SERVICES, AND FURTHER AGREE AND ACKNOWLEDGE THAT YOUR USE OF OR RELIANCE ON THE PRODUCTS AND SERVICES IS MADE ENTIRELY AT YOUR OWN RISK. YOU FURTHER ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE LAWS (INCLUDING TRAFFIC LAWS) WHILE USING THE PRODUCTS AND SERVICES.

- 9.3. THE INFORMATION PROVIDED BY THE PRODUCTS AND SERVICES IS NOT INTENDED TO REPLACE THE INFORMATION PRESENTED ON THE ROAD. IN THE EVENT THAT THE INFORMATION PRESENTED ON THE ROAD (TRAFFIC LIGHTS, TRAFFIC SIGNS, POLICE PERSON, ETC.) INSTRUCTS DIFFERENTLY THAN THE PRODUCTS AND SERVICES, YOU MUST NOT RELY ON THE PRODUCTS AND SERVICES.
- 9.4. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THESE TERMS. YOUR SOLE RECOURSE IN THE EVENT OF ANY DISSATISFACTION IS TO STOP USING THE PRODUCTS AND SERVICES. WITHOUT DEROGATING FROM THE FOREGOING, AND OTHER THAN AS PROVIDED HEREIN, STREETSMART IS NOT, NOR SHALL BE, OBLIGED TO PROVIDE YOU WITH ANY SUPPORT, MAINTENANCE AND/OR OTHER SUBSEQUENT SERVICES WITH RESPECT TO THE PRODUCTS AND SERVICES, UNLESS OTHERWISE AGREED BETWEEN YOU AND STREETSMART IN WRITING UNDER A SEPARATE AGREEMENT, AT STREETSMART'S SOLE DISCRETION.

## **10. LIMITATION OF LIABILITY.**

- 10.1. STREETSMART, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, DAMAGE OR DESTRUCTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE, MALFUNCTION, FIRE, ELECTRICAL FAILURE OR SHORT CIRCUIT, EVEN IF STREETSMART HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES), OR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS AND SERVICES, AND/OR OUT OF THESE TERMS AND/OR OUT OF ANY RELATIONSHIP OR AGREEMENT BETWEEN STREETSMART AND YOU, UNLESS OTHERWISE EXPRESSLY STIPULATED IN WRITING. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO AN AGGREGATE AMOUNT OF \$1.00.

11. **NOTICES.** Notices to you will be addressed via contact information provided by you during the account registration process unless you have notified STREETSMART of any changes, and will be

deemed delivered immediately upon sending in the case of electronic mail and three (3) days after mailing in the case of standard written mail. If to STREETSMART, such notices shall be addressed to info@streetsm4rt.com, or to such other address as STREETSMART may provide to you.

**12. GENERAL.** The Terms and the relationship between you and STREETSMART are governed by the laws of the State of Israel without regard to its conflict of law provisions. Any dispute or claim arising out of or in connection with the Terms will be submitted to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel. STREETSMART's failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the Terms remain in full force and effect. Neither party to the Terms will be liable to the other for any delay or failure in performance under the Terms resulting directly or indirectly from acts of nature or causes beyond its reasonable control. The Terms constitutes the entire agreement between the parties with respect to the Products and Services and supersede all previous proposals, both oral and written, representations, writings, and all other communications between the parties.