

TripLights™ Terms of Use

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCESSING AND/OR USING THE SERVICES DESCRIBED BELOW.

By using the TripLights Services (defined below), you expressly acknowledge and agree that you are entering into a legal agreement with TripLights Solutions Ltd. ("**TripLights**", **we**", "**us**" or "**our**"), and have understood and agree to comply with, and be legally bound by, the following terms and conditions (the "**Terms**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not use the Services. The "**Services**" means the TripLights website available at www.Triplights.com, including the services and software made available to you on the website, including but not limited to the "Live Map", or any of the foregoing or portion thereof. The Services do not, however, include the TripLights mobile software application which is governed by a separate set of terms and conditions contained in the End User License Agreement, which is available at <http://triplights.com/EULA.pdf>.

1. **Ability to Accept.** By using the Services you affirm that you are over thirteen (13) years of age. If you are between the age of thirteen (13) and eighteen (18) years then, prior to using the Services, you must first review these Terms with your parent or guardian to make sure that you and your parent or guardian understand them.
2. **License.** Subject to these Terms, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("**License**") to access and use the Services in accordance with these Terms.
3. **License Restrictions.** You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the Services; (ii) make the Services available on another website or platform for any purpose; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the Services; (iv) copy, modify, improve, or create derivative works of the Services or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Services; (vi) use the TripLights name, logo or trademarks without our prior written consent; and/or (vii) use the Services to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches these Terms.
4. **Location Data.** Certain features or functionality ("**Features**") of the Services may be dependent on data related to your geographic location ("**Location Data**"). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us. To the extent that we do collect Location Data, we shall use it in accordance with our Privacy Policy (defined below). If you do not provide or make such Location Data accessible then the Features may be limited or not operate.
5. **Third Party Sources and Content.**
 - 5.1. The Services may enable you to view, access, link to, or use content from Third Party Sources (defined below) that are not owned or controlled by us ("**Third Party Content**"). "**Third Party Source(s)**" means: (i) third party websites and services; and (ii) our partners and customers.
 - 5.2. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.
 - 5.3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Content.
 - 5.4. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source.
 - 5.5. By accessing or using the Services you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole

discretion and risk.

- 5.6. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against TripLights, and release TripLights from any and all liability, arising from your use of and interaction with any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

6. Intellectual Property Rights.

- 6.1. Ownership. The Services are licensed and not sold to you under these Terms and you acknowledge that TripLights and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the Services (and its related software). We reserve all rights not expressly granted herein to the Services. "**Intellectual Property Rights**" means any and all rights, titles and interests in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
 - 6.2. Content. The content on the Services, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the "**Materials**"), and the trademarks, service marks and logos contained therein ("**Marks**", and together with the Materials, the "**Content**"), are the property of TripLights and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "TripLights" and the TripLights logo are Marks of TripLights and its affiliates. All other Marks used on the Services are the trademarks, service marks, or logos of their respective owners.
 - 6.3. Use of Content. The content on the Services is provided to you "as is" for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. Notwithstanding the foregoing, news and media organizations may use content on the Service as part of their websites, periodic publications or programs solely for public information purposes, provided that TripLights is attributed as the source of such content. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.
7. **Exposure**. You understand and acknowledge that when accessing and using the Services: (i) you will be exposed to content submitted by sources other than TripLight, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such content; and (ii) you may be exposed to content that may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect to (i) and (ii) herein.

8. Payments.

- 8.1. The License granted hereunder is currently for free, however, we may in the future charge a fee for certain features and/or uses. You will not be charged for any such uses of the Services unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Services.
- 8.2. Please be aware that your use of the Services may require and utilize internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible for those charges.

9. **Information Description**. We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on the Services is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content.

10. Copyright Policy.

- 10.1. Removal of Content. It is the policy of TripLights to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the "**DMCA**"), TripLights has designated a Copyright Agent (as specified below) to receive notifications of claimed copyright infringement in connection with the Services. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of Service users who are repeat infringers. If you believe that your work

has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent with the following information in accordance with the DMCA:

- (i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- (ii) A description of the copyrighted work you claim has been infringed;
- (iii) A description of where the infringing material is located on the Services, with enough detail for us to find it. Providing URLs in the body of an email is the best way to help us locate content quickly;
- (iv) Your address, telephone number, and email address;
- (v) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

10.2. Counter-Notification. If you believe that the material you posted was removed from the Service by mistake, and that you have the right to post the material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent that includes substantially the following (please consult your legal counsel or see the Digital Millennium Copyright Act, 17 U.S.C. (the "**Copyright Act**") Section 512(g)(3) to confirm these requirements):

- (i) Your physical or electronic signature;
- (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Providing URLs in the body of an email is the best way to help us locate content quickly;
- (iii) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (iv) Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which TripLights may be found, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

10.3. Misrepresentations. Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

10.4. Copyright Agent. TripLights' agent for notice of claims of copyright infringement ("**Copyright Agent**") can be reached as follows:

Name: Erez Gal
Address: 14 HaGafen St., Raanana, 4354914 Israel.
Telephone: +972-77-424-6007.
Fax: +972-9-7745293.
Email: feedback@triplights.com.

11. **Privacy**. We will use any personal information that we may collect or obtain in connection with the Services in accordance with our privacy policy which is available at www.triplights.com/privacy.pdf ("**Privacy Policy**"), and you agree that we may do so. Please also be aware that certain personal information and other information provided by you in connection with your use of the Service may be stored on your computer or other device (even if we do not collect that information). You are solely responsible for maintaining the security of your computer or other device from unauthorized access.

12. **Warranty Disclaimers.**

12.1. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

- 12.2. WE DO NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR-FREE, THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE SERVICE. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- 12.3. IF YOU HAVE A DISPUTE WITH ANY THIRD PARTY SOURCE, YOU AGREE THAT TRIPLIGHTS IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

13. Limitation of Liability.

- 13.1. UNDER NO CIRCUMSTANCES SHALL TRIPLIGHTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICES EVEN IF TRIPLIGHTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2. IN ANY EVENT, TRIPLIGHTS' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SERVICES, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO TRIPLIGHTS FOR USING THE SERVICES WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

- 14. Indemnity.** You agree to defend, indemnify and hold harmless TripLights and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Services; (ii) your violation of these Terms; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

- 15. Updates and Upgrades.** We may from time to time update or upgrade the Services (each a "Revision"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice. You consent to any such automatic updating or upgrading of the Services. All references herein to the Services shall include Revisions. These Terms as they may be modified by us shall govern any Revisions that replace or supplement the current Services.

16. Termination.

- 16.1. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the Services; and/or (ii) terminate these Terms and your use of and access to the Services with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of these Terms or any subsequent modifications thereto, or become dissatisfied with the Services in any way, your only recourse is to immediately discontinue use of the Services.
- 16.2. This Section 16 and Sections 6 (*Intellectual Property Rights*), 11 (*Privacy*), 12 (*Warranty Disclaimers*), 13 (*Limitation of Liability*), 14 (*Indemnity*), 15 (*Assignment*) to 20 (*General*), and any provision of these Terms so intended, shall survive termination of these Terms and your use of or access to the Services.

- 17. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by TripLights without restriction or notification.

- 18. Modification.** We reserve the right to modify these Terms at any time by publishing the modified Terms on the Website. Such change will be effective upon publication of the modified Terms, and

your continued use of the Services thereafter means that you accept those changes.

19. **Governing Law and Disputes.** These Terms and any dispute between you and TripLights in connection with the Services shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yaffo, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.
20. **General.** These Terms, and any other legal notices published by us in connection with the Service, shall constitute the entire agreement between you and TripLights concerning the Service. In the event of a conflict between these Terms and any of the foregoing, these Terms shall prevail. No amendment to these Terms by you or any party other than TripLights shall be binding. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last updated 24 December 2014