

## Terms of Use

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Notwithstanding anything to the contrary to these Terms of Use, any additional terms and conditions applicable to specific areas of this Site or to particular content or transactions are also posted in particular areas of the Site and, together with these Terms of Use, govern your use of those areas, content or transactions. These Terms of Use, together with any applicable additional terms and conditions, are referred to as this "Agreement".

Although, Wandering may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up to date version at <http://thewandering.net/termsfuse.pdf>. Wandering reserves the right to modify, at its sole discretions, this Agreement at any time. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. The last date these Terms of Use were revised is set forth below. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

### **1. Your Use of Content**

You may use the Service, the Site, the Software and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "**Content**") solely for your non-commercial, unless you were explicitly authorized otherwise in writing by us, personal purposes.

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You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

You agree that Wandering can analyze your content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).

You understand that when using the Service, you will be exposed to Content from a variety of sources, and that Wandering is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Wandering with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Wandering, its owners, operators, affiliates, licensors, and licensees to the fullest extent permitted by law regarding all matters related to your use of the Service.

No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. Wandering reserves complete title and full intellectual property rights in all

Content. Except as expressly authorized by this Agreement, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Site or the Service, except as expressly permitted by the Terms of Use.

## 2. Provisions Applicable to Developers of Applications

If you use the software as a developer of a mobile application or a Site application (the "**Application**"), you must comply with the following additional terms:

1. You are responsible for your Application and its content and all uses you make of the Application.
2. You may not remove any propriety notice from the Services, the Site or the Software.
3. You may not sell, assign, rent, lease or grant any rights to any third party in the Application including, without limitation, through sublicense, to any other entity without the prior written consent of Wandering.
4. You may not use the Software, the Services or the Application for any commercial purpose or charge any person for the use of the Software, the Site or the Application.
5. You may not use any type of bot, spider virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to be used to provide a means of surreptitious or unauthorized access or that are designed to distort, delete, damage or disassemble the Software, the Site or the Services.
6. Your access to and use of data you receive from Wandering, will be limited as follows:
  - a. You must display a privacy policy that clearly discloses your use of the information you collect from users of your Application. Such privacy policy must comply with the terms of the privacy policy of the site.
  - b. You will promptly delete all user data you receive from us or from the user, upon the user's request.
  - c. You will not use any information or data on the Service or the Site or any information or data received from us for advertising purposes.
  - d. You will not transfer any information or data, including any user data, to any third party.
  - e. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
7. You will not give us information that you independently collect from a user or a user's content without that user's prior consent.
8. You will make it easy for users to remove or disconnect from your Application.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will comply with all applicable laws.
11. We do not guarantee that the our platform for the Application will always be free, you should periodically review these Terms of Use and check for any changes.
12. You give us all rights necessary to enable your Application to work with Wandering.
13. You give us the right to use your Application, and place content in your Application.
14. You acknowledge and agree that we can analyze your Application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
15. To ensure your application is safe for users, we can audit it.
16. We can create applications that offer similar features and services to, or otherwise compete with, your application.
17. The Software and the Service may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third party software or services is subject to the terms and conditions of the applicable third party license agreements, and you agree to look solely to the applicable third party and not to expect Wandering to enforce any of your rights. All modifications or enhancements to the Software and the Service remain the sole property of Wandering. You understand that Wandering, in its sole discretion, may modify or discontinue or suspend your right

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18. You represent and warrant that when you submit content to the Site, you own all intellectual property rights and all other needed rights in the content; that you are permitted to publish the content and permit Wandering to publish the Content and exploit all intellectual property rights in and to the Submissions.
19. By using the Software as a developer of the Application, you hereby grant us an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sublicense able and transferable license to use, whether personal use or commercial use, copy, distribute, prepare derivative works, display in public and publicly perform your content of your Application.

### 3. License and Ownership

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### 4. Scope of Terms of Use

These Terms of Use govern your use of the Site and all applications, software, and services (collectively, "**Services**") available on the Site, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to you on the Site (the "**Service Agreement(s)**"). Any such Service Agreements accompany the applicable Services or are listed in association with or through a hyperlink associated with the applicable Services.

### 5. No Unlawful Or Prohibited Use

As a condition of your use of the wandering site, you agree not to use the site or any device, including a compromised device, to intentionally or unintentionally access the service for any unlawful purpose, or any other purpose prohibited by law or these terms. You may not attempt to gain unauthorized access to any portion of the wandering site, its service, other accounts, computer systems, or any network connected to any wandering server, through hacking, password "mining", or any other means.

### 6. Registration Procedures and Providing Personal Information

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Service, you are required to register at the Site. In order to register you will be require to delivery of personal details such as: full name, phone number, email address, etc. These data will be transferred and stored in the database of Wandering. Note that these data delivered by you is

not obligated by law but without providing the data set on imperative, you can not use the services offered on the Site.

## **7. Purchasing Content, Products Or Services On The Site**

You may be required to pay for some of the Service provided by wandering, according to rates, as shall be determined by wandering from time to time. In the event that you will select to acquire any such Service offered on this Site you will be asked to supply certain information. You will be asked to provide your name and email address and depending on the method of payment you will be asked to provide details of either your credit card and/or connect with your PayPal account, as well as your billing address. Access to certain content or products may be age restricted. Where any such restriction applies you will be asked to confirm that you are old enough to purchase the items or purchase and view the content as appropriate.

## **8. Payment via the Internet**

Security system on the most stringent standards specified type below. All the parts where there is personal information secure entry technology-256 Bit SSL.

SSL protocol is an international standard that allows encryption of data passing between the server and browser. The area is secure by the company Comodo Group inc. (but clarified that the company is entitled to change supplier at any time and without giving any notice).

## **9. Security**

Wandering secures the information in the database and network PCs as it relates to its operation, the most advanced systems. Despite the efforts and resources invested in it, it is unable to commit to using it to preclude illegal entry contained on databases and computer network.

## **10. Disclaimer of Warranties**

Wandering makes no representations about the results to be obtained from using the Site, the wandering systems, the service, the information or the content. The use of same is at your own risk.

The Site, the wandering systems, the information, the service and the content are provided on an "As Is" basis. Wandering disclaim all warranties, either express or implied, statutory or otherwise including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.

Wandering and any of its officers, directors, shareholders or employees make no representations or warranties about the accuracy, completeness, security or timeliness of the content, information or service provided on or through the use of the Site or the wandering systems. No information obtained by you from the web site shall create any warranty not expressly stated by wandering in these terms of use.

## **11. Limitation of Liability**

In no event will wandering be liable for any damages whatsoever, including, but not limited to and direct incidental, consequential, special, exemplary or other indirect damages arising out of:

- a. The use of or inability to use the site, the service, or the content.
- b. Any transaction conducted through or facilitated by the site.
- c. Any claim attributable to errors, omissions, or other inaccuracies in the site, the service and/or the content.
- d. Unauthorized access to or alteration of your transmissions or data, or any other matter relating to the site, the service, or the content, even if wandering has been advised of the possibility of such damages.

If you are dissatisfied with the site, the service, the content or with the terms of use, your sole and exclusive remedy is to discontinue using the site. If from any reason at all some of the above limitations may not apply to you. Wandering liability is limited and warranties are excluded to the greatest extent permitted by law, but shall, in no event, exceed 100\$.

## **12. Indemnity And Limitations of Damages**

You agree to indemnify, defend and hold harmless wandering, its officers, directors, employees, and any third party information providers to the Site against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Site violates these Terms, any applicable law or regulation, or the rights of any third party.

In no event shall wandering or any of its officers, directors, shareholders or employees be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your wandering account) that are related to the use of, or the inability to use, the content, materials, and functions of the site of any linked website, even if wandering is expressly advised of the possibility of such damages.

### **13. Termination**

This agreement (and the agreement constituted by your use of the information, graphics and materials on the Wandering Web Site) and your access to the Wandering Web Site may be terminated at any time by Wandering without notice. All restrictions, licenses granted by you and all disclaimers and limitations of liability by Wandering will survive termination; however, you will no longer be authorized to access the Wandering Web Site.

### **14. Governing law**

These terms of use shall be governed by and construed in accordance with the laws of Israel. The competent courts in Tel Aviv-Jaffa shall have exclusive jurisdiction over any dispute that may arise with respect to these terms of use and the you hereby waive any claim of Forum Non Convenient.

### **Contact.**

You may contact Wandering at the following address: 48 Menachem Begin St, Tel Aviv, Israel

Effective Date: 16 February, 2012