

Strol Terms of Use

Welcome to Strol!

These Terms of Use ("Terms") govern your rights and obligations regarding the use of Strol's Software ("Software") and service (both collectively referred to as the "**Service**") on the Internet or in mobile media. These Terms constitute a fully binding agreement between Strol, LLC (including its affiliates and subsidiaries, "Strol" or "We") the proprietor of all rights in and to the Service, and you. It is therefore recommended that you carefully read these Terms.

By using the Strol Service, you signify your assent to

these Terms; and

Strol's privacy policy ("Privacy Policy")

all of which are an integral part of these Terms.

If you do not agree to these Terms or any of its parts, then you are prohibited from using the Service and We request that you refrain from doing so.

KEY POINTS

The following key points of the Terms of Use are brought for your convenience only. These key points are not in lieu of the full Terms of Use.

Road information prevails. The information provided by the Service is not intended to replace the information provided on the road, such as traffic signs and street signs, etc.

Cautious traveling. Always travel vigilantly according to appropriate conditions and in accordance with traffic laws.

Non-continuous updates. The information provided by the Service is intrinsically fluctuant and may be inaccurate, incomplete or outdated. Strol does not provide any warranties to such information's credibility or reliability.

Location-based Service. Some features of the Service make use of detailed location and route information, for example in the form of GPS signals and other information sent by your mobile device on which the Strol application is installed and activated. These features cannot be provided without utilizing this technology. Please note, as described in detail in the [Privacy Policy](#).

Strol uses your location and route information to create a detailed location history of all of your journeys made when using the Service. Strol uses this history to offer the Service to you, to improve the quality of the Service it offers to you and to all of its users and to improve the accuracy of its mapping and navigation data. This history is associated with your account. This history is retained by Strol for account lifetime in accordance with the [Privacy Policy](#).

The Internet connection is under your responsibility and at your expense. Transmitting and receiving real-time updates to and from the Service, require an online (Wi-Fi or 3G) connection between your cellular

device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

Your age. You must be at least 13 years old to use the Service. Accounts of users under the age of 13 years will be cancelled and deleted by Strol, upon receiving notice.

Privacy. Your privacy is important to us. While using the Service, personal information may be provided by You or collected by Strol as detailed in our Privacy Policy at: <http://www.strol.com>. The Privacy Policy explains our practices pertaining to the use of Your personal information and we ask that You read such Privacy Policy carefully. By accepting these Terms, you hereby acknowledge and agree to the collection, storage and use of your personal information by Strol, subject to this section, the Privacy Policy and any applicable laws and regulation.

WHAT IS THE SERVICE

The Service allows individuals to navigate to their desired destination.

THE LICENSE

Strol Service. Strol hereby grants you a free of charge, non-exclusive, time-limited, non-transferrable, non-sub-licensable, revocable license to use the Service (including the Software) for non-commercial purposes, subject to these Terms.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

USING THE SERVICE

You may use the Service solely for private and personal purposes. You must not use the Service commercially. For example, you may not offer to third parties a service of your own that uses the Service; you may not resell the Service, offer it for rent or lease, offer it to the public via communication or integrate it within a service of your own, without the prior written consent of Strol.

You must not copy, print, save or otherwise use the data from the Site or the Service's database. This clause does not limit the use of the database as intended by the Software and for the purposes of private and personal use of the Service.

When using the Service or the Site you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Site or the Service's database for any purpose without the express written permission of Strol.

The Software may not be used in any way not expressly permitted by these Terms.

USE RESTRICTIONS

There are certain conducts which are strictly prohibited on the Service. Please read the following restrictions carefully. Your failure to comply with the provisions set forth below may result (at Strol's sole discretion) in the termination of your access to the Service and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content at the Service and/or Site, in any way or publicly display, perform, or distribute them; (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 Strol prior written consent; (iii) create a browser or border environment around the Content (no frames or inline linking); (iv) interfere with or violate any third party or other user's right to privacy or other rights, including copyrights and any other intellectual property rights of others, or harvest or collect personal information about visitors or users of the Service and/or Site without their express consent, including 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 others' copyrights, and other intellectual property rights; (vi) transmit or otherwise make available in connection with the Service and/or Site 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 Service and/or Site, or the servers or networks that host the Service and/or Site or make the Service and/or Site 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 Content and/or the Service and/or Site; (ix) frame or mirror any part of the Service and/or Site without Strol prior express written authorization; (x) create a database by systematically downloading and storing all or any of the Content from the Service and/or Site; (xi) forward any data generated from the Service and/or Site without the prior written consent of Strol; (xii) transfer or assign your accounts' password, even temporarily, to a third party; (xiii) use the Service and/or Site for any illegal, immoral or unauthorized purpose; (xiv) use the Site, the Service, the Content and/or for non-personal or commercial purposes without Strol express prior written consent; or (xv) infringe or violate any of the Terms.

TERMINATION OF USE OF THE SERVICE

You may terminate your use of the Service at any time and for whatever reason. You are not obligated to advise Strol of such termination. However, if you would also like us to delete your Strol account, please use the "Delete Account" function in the Application. On receiving such a request, Strol will use reasonable efforts to delete such information, however please note we may not delete information immediately from our back-up systems and we reserve the right, and you grant us the right, to use your data, including Service-related data, in an aggregated, non-personally identifiable form to improve the Services and to share with partners and affiliates.

Strol retains the right to block your access to the Service and discontinue your use of the Service, at any time and for any reason Strol deems appropriate, at its sole and absolute discretion.

ALWAYS TRAVEL VIGILANTLY ACCORDING TO APPROPRIATE CONDITIONS AND IN ACCORDANCE WITH TRAFFIC LAWS.

FORBIDDEN POSTS

It is forbidden to submit content of a commercial nature (including advertising), unless such posts pertain to Strol, the Service, or Strol's products and Strol has approved them in advance.

When you submit content to be published by the Service, you must make sure it is lawful. Among others, and for illustrational purposes only, you may not submit - any content -

- diminishing or infringing proprietary rights of others, including but not limited to copyright and trade marks;
- Content creating a risk to a person's safety, security or health;
- Content identifying other persons without obtaining their consent to the disclosure of their personal information, or pertaining to minors and identifying them, their personal information or their address and contact information;
- Content that is unlawful, defamatory, libelous or invades the privacy of others;
- that is harassing, offensive, threatening or vulgar;
- that is characterized by, or that encourages racism or unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class;
- that encourages conduct that would be considered a criminal offense, or gives rise to civil liability or other lawsuit;
- that promotes pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law or under these Terms;
- that falsely expresses or implies that such content is sponsored or endorsed by Strol.

Strol may decline to publish, or immediately delete any content you submitted, if you have violated these Terms or if you engaged in a commission or omission that is harmful or may be harmful to the Service, its users, Strol or any of its agents or affiliates. In such cases, Strol may also prevent you from posting additional content on the Service. The provisions of this clause are additional to any rights afforded to Strol by any law.

RIGHTS IN CONTENT

When you submit content to be published on the Service, you represent and warrant that you own all intellectual property rights in the content; that you are permitted to publish the content and to permit Strol to publish the content and exploit all intellectual property rights in and to the Submissions. Strol receives no ownership rights in and to the content of your Submissions. However, by submitting Submissions to Strol, you hereby grant Strol and the users of the Service an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licenseable and transferable license to use, copy, distribute, prepare derivative works, display in public and publicly perform the content. The license granted to Strol in and to your Submissions is not limited to personal uses, but also extends to any commercial use, at Strol's sole and absolute discretion. Other users may only use your content for non-commercial purposes, unless otherwise permitted in advance in writing by Strol (for the purpose of which you authorize Strol to be your agent).

EXAMINATION OF CONTENT

Strol may examine the content before or after its publication, prevent publication of inappropriate or otherwise inadequate or erroneous content, or remove such content after its publication. Strol does not normally use its right to monitor content and does so only in rare cases.

Strol retains sole discretion to determine which content will be published, the duration of its publication, its location, design and any other matter pertaining to the publication of content within the Service. Strol does not guarantee that all content will be published, in general or for any limited time.

Content submitted by users for publication does not reflect the views of Strol. Publishing content does not warrant its validity, reliability, accuracy, legality or it being up-to-date.

COPYRIGHT

All intellectual property rights in and to the Site, the Service and its database, including copyrights, trademarks, industrial designs, patents and trade secrets – are either exclusive property of Strol or exclusively licensed to Strol. The Service is protected, among others, by the Israeli Copyright Law, 2007 or by provisions prescribed by any other law, in Israel and abroad.

Copying, distributing, publicly displaying, offering to the public via communication, transferring to the public, modifying, adapting, processing, creating derivative works, selling or leasing, any part of the Service, in any manner or means without the prior written consent of Strol, is strictly forbidden. "Strol", the Strol logo, and other trade and/or service marks are property of Strol and may not be used in any of the aforementioned means.

The design of the maps of the Site and the Service is a protected work under copyright laws and all its intellectual property rights remain the exclusive proprietary of Strol. The Software license does not extend to the maps presented by the Software or to any mark, indicator, logo or notation embedded in the map display. You may not copy or print more than one copy of any data or material appearing on the Site.

Strol may protect the Service by technological means intended to prevent unauthorized use of the Service. You undertake not to circumvent these means. Without derogating Strol's rights under these Terms or under any applicable law, infringement of the rights in and to the Service will, in and on itself, result in the termination of all your rights under these Terms. In such an event, you must immediately cease any and all uses of the Service, and within your obligations to Strol, you undertake to do so.

EXPORT CONTROL

You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

LIMITATION OF LIABILITY AND WARRANTY

STROL PROVIDES THE SERVICE AND CONTENT INCLUDED THEREIN FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS. THEY CANNOT BE CUSTOMIZED TO FULFILL THE NEEDS OF EACH AND EVERY USER. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FEATURES, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY.

Additionally and without derogating from the above clause, Strol disclaims any warranty for the accuracy of the maps, road conditions, driving directions or navigation routes presented in or by the Service. For instance, traffic may be congested in roads depicted by the Service as uncongested; existing roads may be missing from the map. Such errors and omissions are inherent to any community-based service that operates on users' posts and on the information provided by them.

You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of the Service and that the use of the Service is entirely at your own risk. You acknowledge that you must observe all traffic laws while using the Service.

THE INFORMATION PROVIDED BY THE SERVICE 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, STREET SIGNS, ETC.) INSTRUCTS DIFFERENTLY THAN THE SERVICE, YOU MUST NOT RELY ON THE SERVICE.

Strol exerts efforts to provide you with a high quality and satisfactory service. However, We do not warrant that the Service will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, secured from unauthorized access to Strol's computers, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, Software failures and Software communication failures, originating either in Strol or any of its providers.

STROL, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE CONTENT OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, CONTENT ORIGINATING FROM THIRD PARTIES, OR FROM ANY COMMUNICATION WITH THE SERVICE, OR WITH OTHER USERS ON OR THROUGH THE SERVICE, OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE SERVICE. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR MALFUNCTIONS, AND IN LIGHT OF THE RELEVANT CIRCUMSTANCES.

Additionally and without derogating from the above clause, Strol will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of commercial information posted on the Service. Such information may be presented on the Service maps (such as indications for the locations of establishments, their commercial offers, etc.) or otherwise.

LINKS AND COMMERCIAL INFORMATION IN THE SOFTWARE

Strol may incorporate in the Service advertisements and/or information of commercial nature. The source of such information may originate from Strol or from third parties. If such information originates from third parties, Strol cannot guarantee its reliability or accuracy. It is underscored that the advertising of commercial content by Strol does not constitute a recommendation or encouragement to procure the goods or services advertised.

Insofar as the Software includes links to services or applications not operated or managed by Strol, Strol will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date. Strol will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of services you have accessed via links on the Software.

BREACH AND INDEMNITY

Without derogating from any applicable law, you agree to indemnify and hold harmless Strol and its employees, officers, directors and agents, in the event you have violated these Terms or have operated unlawfully with respect to the Service. Considering that the Service is provided free-of-charge, such indemnity shall cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by Strol, its employees, officers, directors or agents, including but not limited to legal expenses and attorney fees.

PRIVACY

Strol respects your privacy during your use of the Software and the Service. Our updated privacy policy pertaining to the Software is readily accessible at <http://www.strol.com> and is an integral part of these Terms. Since the privacy policy is subject to periodic updates, it is recommended that you periodically review the policy for updates.

MODIFICATIONS TO THE SERVICE AND SOFTWARE

Strol may, either partially or in its entirety and without being obligated to provide prior notice – modify, adapt or change the Software, the Service's features, the user interface and design, the extent and availability of the contents in the Service and any other aspect related to the Service. You will have no claim, complaint or demand against Strol for applying such changes or for failures incidental to such changes.

TERMINATION OF SERVICE BY STROL

Strol may, at any time, terminate the provision of the Service in its entirety or any part thereof, temporarily or permanently, at its sole discretion.

MODIFICATIONS OF THESE TERMS

Strol may modify these Terms from time to time. If fundamental changes are introduced, a notice will be posted in the updated version of the Software as well as on the Service's home page on the Site. Your continued use of the Service after the Terms have been modified signifies your assent to the updated Terms. If you dissent to the updated Terms or to any term within them, you must discontinue all further use of the Software.

GOVERNING LAW AND JURISDICTION

These Terms, the Software and the Service will be governed solely by the laws of the State of California, USA, without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to these Terms, the Software and the Service, will be under the exclusive jurisdiction of the state or federal courts in San Francisco, CA.

LIMITATIONS

Should you desire to file any cause of action against Strol, arising out of or related to the Strol Software or Service, you must do so within one (1) year of the day you become aware of the cause of action. Failure to file a lawsuit within the aforementioned timeframe will bring about the permanent barring of the cause of action, and will constitute your complete and final waiving of the lawsuit.

ASSIGNMENT OF RIGHTS

You may not assign or transfer your rights in and to the Service, without the prior written consent of Strol. Strol may assign its rights in and to the Service to a third party at its sole and absolute discretion, provided that the third party undertakes Strol's obligations to you under these Terms.

COMPLETE TERMS

These Terms, together with the policies that are an integral part of these Terms, namely the Privacy Policy and the Copyright Policy, shall all constitute the entire and complete agreement between you and Strol concerning the Strol Service. In the event of an inconsistency between these Terms and the synopsis of terms presented to the user during Software installation, these Terms shall prevail.

NO LEGAL RELATIONSHIP

These Terms of Use and the use of the Service, including uploading any data and contents by you onto the Service including Strol's databases, maps and data do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto. Your use of the Service for your enjoyment and benefit constitutes the sole and sufficient consideration for any contribution you have to the Strol Service, its contents, maps and any other data.

CONTACT US

You may contact us concerning any question about the Service, through the channels listed on the "About" menu in the Software or through the "Contact Us" tab on the Site (web address: www.strol.com). We will make our best efforts to address your inquiry promptly.

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