

Pango's Terms of Use

Last Updated: on the 13th of the month of August 2024

1. General - Terms of Use and Service Terms

- 1.1. The terms of use detailed hereunder ("**Terms of Use**") constitute a binding legal agreement between the Pango Pay and Go Ltd Company, Co. No. 51-402001-5, of 3 Hashaham Street, corner of 1 Totzeret Ha'aretz, Petach Tikva ("**The Company**" or "**Pango**"), and the users of the services (as defined hereunder), including the accountholders and/or users on behalf of the accountholders (will be referred to jointly hereunder as: "**User(s)**", "**You**").
- 1.2. The terms of use are worded in masculine form solely for convenience purposes, and applies equally to the two genders. All the provisions in these terms of use in singular form – shall also mean plural form.
- 1.3. The terms of use detailed hereunder are the general terms regulating and determining the manner of use of all the Company's services, therefore, it is recommended reading these terms of use thoroughly, before making any such use.
- 1.4. **It is clarified that in addition to the general terms of use detailed below, additional and specific terms may apply in relation to any of the Company's services ("**The Service Terms**"), and in relation to certain benefits, including offers and/or additional suggestions on the Company's behalf ("**The Benefits Terms**"), and they will be displayed to the user upon the relevant use and/or access and/or registration (the service terms together with the benefits terms will be referred to hereunder as "**The Additional Terms**").**
- 1.5. The additional terms, together with [the privacy policy](#) of the Company constitute an integral part of the terms of use (hereunder will be referred to jointly as: "**The Terms**"). In any case of a conflict between the provisions in the terms of use and the additional terms and/or the provisions in other agreements and/or provisions in other advertisements regarding the App, the website, including the services offered through them, the additional terms will override, unless expressly stated to the contrary.

[To transfer to the Service Terms.](#)

2. Consent and Accepting the Terms

Upon any installation, access, entry, registration or any use of the Company's services and/or clicking on the "I Confirm" button and/or "I agree" and/or any other similar wording (solely in relevant cases in which such consent is required), the user confirms that he read, understood and gives his complete consent to the terms, including unlimitedly, the service terms of the basic services (as detailed below). Similarly, the user confirms and gives his consent that upon using the Company's services, he will act according to the provisions in the relevant law. Therefore, a user who does not agree to all or some of the terms, is not entitled to make any use of the Company's services, including installing the App and/or accessing the Company's website and to uninstall the Apps, in the case it was installed. The Company will not bear any liability for use not pursuant to the provisions in the terms.

3. Furthermore, upon using the Company's services, the user declares and confirms that he has the legal capacity to undertake to these terms and to use and execute binding legal actions according to the Legal Capacity and Guardianship Law, 5722-1962, and pursuant to any law and the user has no legal hindrance or other hindrance preventing him from engaging in the terms and receiving

the Company's services. In the case you are not 18 years old, use of the services is contingent upon receiving the guardian's approval to the terms, including the privacy policy detailed therein. In the case express approval is not given as stated above by the guardian, you undertake to refrain from making any use of the services.

4. Correcting and/or Changing the Terms

The Company reserves its right to correct or change, from time to time, all or some of the terms, as necessary and subject to the Company's sole discretion and without any undertaking to give advance and/or retrospective notice. If such changes and/or corrections are made, they will come into effect immediately upon displaying the updated terms. The last change date will be expressed under the heading "last updated". Continued use of the Company's services, after the updated terms are displayed constitute the user's consent to the changes and/or corrections that were made. In the case the Company makes changes, which, at the Company's discretion, may have a material affect on the user's rights, the Company will invoke reasonable means to alert thereof through the relevant media, at the Company's discretion, including (but not only) the website, via the user's account, if applicable, warning email if exists in the Company's database and/or SMS. Subject to the governing law, the user hereby waives any right or demand requiring a signature or delivery of documents that are not digital with respect to corrections and/or changes made to the terms.

5. The Company's Platforms

5.1. The Company's services and its activity may be offered and presented in the framework of a number of platforms, including:

- (1) The Company's website is available at www.pango.co.il ("The Website"), including the user's private account on the website ("The User's Account").
- (2) The Pango App is available to be downloaded in the App stores and which enable the users to make use of certain services through the smart device ("The App").
- (3) The Company's customer service call center, providing an answer via the various media, as offered from time to time, including: via telephone at *4500 and via email: support@pango.co.il, digital forms to make contact available on the website and/or the App and platforms to transfer messages such as WhatsApp.
- (4) The Company's social networks pages.

5.2. All of the Company's platforms above and any additional communication platform enabling receipt of services on the Company's behalf, according to the Company's sole discretion (jointly will be referred to hereunder as: "**The Company's Platforms**").

6. The Company's Services

6.1. Pango offers and provides smart transportation services, including:

- (1) **Parking Services** - payment of parking fee via the mobile telephone, for orderly parking payable to the local authorities or at parking lots and services accompanying the parking, such as the Pango Simple Route.
- (2) **Vehicle Services** - such as Autowash and/or Flat-Tire repair service and suchlike.

- (3) **Roadside Services** - such as roadway assistance services, payment for toll roads or use of other transportation means, and suchlike.

It is clarified that **some of the Company's services are offered and available to every user** installing the App and/or registering and creating an account (“**The Basic Services**”), and **some of the services are subject to registering separately and/or payment of a service fee (“Additional Services”)** and which are provided by Pango and/or third parties on its behalf (business partners and/or service providers and jointly will be referred to hereunder as: “**The Service Provider**”), and all as detailed in the service terms and/or as displayed to the user from time to time in the framework of registering and/or according to a notice to be delivered by Pango, and accompanying services such as customer service, personal area and suchlike (hereunder jointly will be referred to as “**The Services**” and/or “**The Company's Services**”). Upon installing the App and creating an account, you consenting to these terms of use constitute you also consenting to the service terms included and/or to be included in the basic services, as Pango decides from time to time.

- 6.2. To date, the basic services are as detailed hereunder (however they may vary from time to time):

- (1) Blue and White Parking Service - [Service Terms](#).
- (2) Fast payment service in parking lots, including via SMS -[Service Terms](#).
- (3) Autowash Service enabling payment at choice carwash stations -[Service Terms](#).
- (4) Fueling service in collaboration with Sonol (requires verification of payment details and determining a password) -[Service Terms](#).
- (5) Public transport service in collaboration with Moovit (requires registration) -[Service Terms](#).
- (6) Electric charging Service - [Service Terms](#).

[For the service terms for the additional services, click here.](#)

- 6.3. It is clarified that at any time and at Pango's sole discretion, Pango may change the offered services, *inter alia*, by adding and/or removing services and/or changing an offer and/or receipt of the services, including adding services from Pango's additional services basket to the basic services basket offered to all Pango users as part of the use of the App and/or the services offer offered free of charge (and vice versa).

Upon changing the services basket and/or the manner they are offered and use thereof as stated above, Pango is entitled to add the user, at its initiative and automatically to services which Pango decides, at any time, will be offered as part of the basic services basket, at its sole discretion, without giving advance and/or retrospective notice, provided that a user is not added to a service for which there is a charge without him consenting to this and, in the case a paid service is offered to all the users for use without a charge as part of the basic services, commencing from that time all of the Pango users will not be charged.

Pango enables its users to cancel the receipt of certain services, as detailed in the relevant terms of use. Similarly, you are entitled, at any time, to cancel access authorizations granted to the App, including location services and/or wireless connections. Nevertheless, in the case such access authorizations are cancelled, some of the services will not be available to you and/or will not be provided in the manner tailored to your use of the services.

- 6.4. There are services, whether included in the basic services or included in the additional services, which may be available only in certain local authorities who approved such a service in their

jurisdiction and/or who support it (and for examples, automated correcting and/or extending parking). Therefore, **the Company does not undertake to provide all the services in every local authority and the responsibility to verify that a given service is available in the relevant local authority applies solely to the user.**

6.5. Use Fee for Pango Services: Pango charges a use fee for Pango services for each use made of the company's services ("**Services Use Fee**") at its discretion. **The payment may be revised from time to time subject to notice being sent to customers before the price is revised.**

7. Registering for the Company's Services and Creating an Account

7.1. Registering and Creating an Account:

- (1) The Company's services require creating an account ("**The Account**" and/or "**The User Account**") to make use of them (subject to the fact that a number of users can use the same account).
- (2) A user requesting to create an account ("**Accountholder**") will be asked to remit specific information to create the account, including telephone number/s, vehicle number/s, payment means, I.D. Number and suchlike. The information that must be remitted upon creating an account and the manner Pango makes use of this information are detailed in [the privacy policy](#).
- (3) Registration for the services and creating an account can be done through one of the following ways:
 - α. **Private Accountholder** - can register through the website and/or the App and/or the Company's call service center, including giving authorization to charge the credit card.
 - β. **Business Accountholder** - can register through the website and/or the Company's call service center. It is clarified that registering via an authorization to charge an account is contingent upon registering fifteen (15) vehicles and over in the account and can be done only through the call service center.
- (4) Upon registering the accountholder will be asked to remit a telephone number to serve as the primary number of the account and if relevant, to input additional telephone numbers of users of the account. The account users can make use only of the services listed in the account, as defined by the accountholder and only through the accountholder's telephone number can actions concerning the account services settings be executed such as adding or removing services, adding vehicles and adding drivers. Notwithstanding the provisions above it is clarified that for an account with up to 3 vehicles, the additional drivers will be entitled to add and remove vehicles from the account.
- (5) After completing the account creation stages, the Company will send to one or more of the digital contact details inputted by the accountholder a message confirming that the account was created. The account is accessed by the username and password.
- (6) The account will be available to the accountholder via the website and will include information regarding all of the users' activity in the framework of the Company's services that are offered in the account, including information about times of use, parking locations, charge details charged by the Company, payments paid using its credit card and suchlike, including a statement page relating to a period of up to three years and a lawfully issued invoice. Similarly, such information the accountholder and/or any user holding the accountholder's necessary identification details can obtain by calling the Company's customer service center. **It is clarified that an accountholder providing the accounts users**

the account identification details (and for example, I.D. Number and the credit card digits) will be deemed to have given authorization to the account users to receive any such information.

7.2. Adding Vehicles:

In the case a user wishes to add to the account details of **a vehicle registered under another private account**, this will be contingent upon the user confirming that the vehicle is owned by him and/or that he is authorized to make use of it and to add it to the account. In such a case the Company will have the right to remove the vehicle from the account it is in at the time of the request and transfer the vehicle to the account of the user requesting the transfer. The Company will have the right to notify the accountholder (from who the vehicle was removed) that the vehicle was removed, via email or in an SMS or any other way the Company deems fitting. The Company will also have the right to refuse the request to add a vehicle to the accountholder's account, at its discretion.

Similarly, upon adding vehicles to the account - in the case the account includes additional services, including payment, **adding an additional vehicle to the account constitutes the accountholder's approval to register the additional vehicle to all the services the account is registered with before the vehicle is added to the account, including additional services**, and the accountholder will be charged an additional payment for it insofar as these are the additional service terms, and insofar as it is not expressly determined otherwise in the additional service terms. **The accountholder is responsible to examine the nature of the additional services and to instruct that they be cancelled for a specific vehicle, insofar as possible or for all the vehicles in his account.**

7.3. The user declares and undertakes that:

- (1) He will provide accurate and full information, both during registration and any information to be remitted during the course of using the Company's services**, including requesting to subscribe as an accountholder in the Company necessitates inputting his current email address and his mobile telephone number that serves him and which will serve him to use the Company's services; it is clarified that remitting false details may amount to a criminal offense. Similarly, it is clarified that the sole responsibility to update the relevant details to receive the service is imposed solely upon the user and he undertakes to update of any relevant change for this purpose. The user undertakes to indemnify the Company and/or anyone on its behalf for all the damages and/or expenses the Company sustains and/or a third party sustains in the case the user and/or someone on his behalf remits false information and/or inaccurate and/or incomplete and/or mistaken information and/or in the case the user does not update the Company immediately of any such a change.
- (2) Not to provide third party information without its express consent to providing the information, registering as stated above and to the terms.** In particular, the user declares that he is the owner of the vehicles whereby the numbers thereof are inputted by him in the account and/or he received authorization from the vehicle owner to input these vehicle numbers into his account and that the payments means that were inputted are owned by him and/or he is entitled to make use of them.

In the case the use of the Company's services is made on behalf of any third party or legal entity or other and/or a telephone number is inputted that is not owned by the user, the user hereby undertakes that he is the authorized representative of the corporation and/or holds all the required approvals and necessary references to act on behalf of the third party,

and that the third party agreed to be subject to these terms. Any use of the third party's details will be solely the user's responsibility;

- (3) **To inform the users of his account of the terms and that their details of use of the services will be available to the accountholder and the account users who are in possession of the accountholder's identification details (as stated above).** The accountholder who allows use by an authorized user on his behalf, declares and undertakes that the user read and confirmed the terms. The accountholder who adds to his account an additional telephone number who can make use of the account has the responsibility of updating the owner of the telephone number being added to the account about these terms of use and about the Company's service terms o which the account is attached, including their rates and the terms of use relevant to them. In particular - the accountholder undertakes to inform the user of the fact that the information concerning the user's use of the services, including with respect to location and parking times, will be disclosed at all times to the accountholder and the account users who are in possession of the account identification details and/or who received other authorization on behalf of the accountholder. The accountholder will be liable for any argument and/or claim and/or demand in this respect. Whereupon the accountholder granted access to another, knowingly or unknowingly, the Company will not be liable for the use made by the user of the account.
- (4) **The user is and will be at all times exclusively responsible to keep the access to the account details secret and is exclusively responsible for all the actions executed in the account and/or the App installed on the user's mobile device, including use unauthorized by it.**
- (5) **It is clarified that in the case a device upon which the App is installed is remitted to a third party who is not authorized to use the account and/or a device whereby the telephone number thereof is updated as a user with an accountholder,** the user is exclusively responsible to log out of the user account that it is associated with before remitting the device to a third party and/or to update the current telephone number in his account and to delete the number that was remitted or to close the account and to end the engagement with the Company as detailed in these terms, otherwise the accountholder will be charged for the use through the account, and will not be entitled to receive a credit.

For the avoidance of any doubt, uninstalling the App does not constitute closing the account, and to close the account the user must contact the customer service call center.

- (6) The user undertakes to immediately contact the Company and notify it of any discovery and/or unauthorized use and/or unauthorized hacking and/or any update to the information remitted through the account (including updating the credit card details), including immediately reporting to the Company any event which led and/or may lead to unauthorized use of the App and/or account, including (but not limited to):
- A. Losing the mobile telephone device;
 - B. Transferring the mobile telephone device to a third party;
 - C. Transferring the user's vehicle to a third party;
 - D. The user losing his credit card.

The user must apprise the Company immediately in relating to each one of the cases mentioned above by sending an email to support@pango.co.il or vial telephone at **4500***. If such notice is given the Company will be entitled to close and/or suspend the account

until the matter is sorted. To effectively handle the request, the user will attach relevant documents to the request or such a report, to the extent relevant.

7.4. The Company reserves the right, at the Company's sole discretion, to suspend or cancel the account and/or the Company's services and/or refuse to provide the services, with or without giving early notice, in the event the Company has reasonable grounds to assume that the user, at any time, remitted details that were inaccurate and/or not current and/or incomplete and/or incorrect and/or without authorization.

7.5. The accountholder is not entitled to transfer and/or assign his rights in the account to another.

8. Rates, Benefits and Offers

8.1. The rates of the Company's services (basic and additional) will be determined at the Company and/or any service provider on its behalf sole discretion.

8.2. The Company will state the Company's service terms and its rates on all or some of the Company's platforms, at its discretion, and is entitled to separate the various charges made in connection with its various services.

8.3. The user is exclusively liable to verify the Company's services rates before approving them and/or subscribing to any of them. Upon using the Company's services, (including use and/or registering for the additional services), the user will be deemed to have approved the rates and the payments collected from him whether they are collected on behalf of the Company and/or by a service provider and/or payments are collected in the framework of the parking fee payment services and/or offers and/or benefits and/or any other payment made from any source related to the Company. The Company is entitled, at any time to update and change the Company's services rates and/or the rates of the offers and/or benefits, whether according to the local authorities and/or the service providers and/or any third party's demands or at its discretion and without giving any early notice. The Company will only inform the accountholder with respect to services that the rates therefore increased in relation to the costs detailed on the Company's platforms and/or the terms of use, insofar as they are detailed. **The accountholder is responsible to ensure that his personal details are always current and should he fail to do so, no argument will be entertained by the account holder pertaining to him not receiving a notice relating to a change in rates.** Whereupon such notice was given, the accountholder is entitled to notify the Company that he is terminating the engagement with it and/or cancelling the relevant service according to that determined in these terms. If the accountholder failed to give notice to the Company of him wanting to terminate the engagement with it, he will be considered as having agreed to a change in the terms.

9. Payments, Payment Details and Invoices

9.1. Payment for the Company's services will be made via charging the accountholder's credit card or any other payment means to be updated and approved by the Company. The Company is entitled to verify that the payment means are intact from time to time, and all implied therefrom, however this will not derogate from the user's responsibility to ensure that the payment means are intact and to apprise the Company immediately in relation to any change in these means.

9.2. In the case charging the accountholder's credit card failed in a given month, the Company will be entitled to make several clearing attempts with the accountholder's credit card to collect the payment for its services until actually collected.

9.3. Pango will be entitled to save a line of credit to guarantee payment upon the service ending. The credit amount will be determined according to the various service terms.

For debit cards the payment will be released within 7-21 business days, according to the bank and the type of credit card.

9.4. The invoices will be made available to the accountholder via the email address in his account and in the user account on the website and on the App. Once a year an itemization of payments will be sent to the email that is updated in the account insofar as updated, and insofar as an itemization of payments was not sent earlier.

9.5. The accountholder is entitled to request that the invoices will be sent to his residential address via regular mail and this by contacting the Company through the website and/or the Company's call service center and subject to the fact that the residential address is updated in the account.

In such a case, in addition to sending the invoices to the accountholder's email, the invoices will be sent to the updated address in the accountholder's account in a concentrated manner twice a year - itemization of bi-annual charges during the course of the month of September and itemization of annual charges during the course of the month of March.

The accountholder will bear all the delivery costs.

10. Questions regarding Charges and Giving Credits

10.1. The accountholder may contact the Company with a request to receive information regarding any charge he was charged. It is clarified that in the case of an appeal and/or argument in relation to a given charge ("**Appealing a Charge**"), the accountholder must contact the Company immediately and in any case no later than 30 days after such charge became available to him. Any request for a clarification and/or appeal in relation to charges will include the following details:

- (1) **Private Accountholder:** the accountholder's name, identity card no., and the last four digits of the credit card associated with the account.
- (2) **Business Accountholder:** Name of the contact person, the Company No. (Co. No.) and bank account no. associated with the account.
- (3) Description of the charge with respect to which he is requesting to receive details, including the amount and the date of the service for which he was charged and/or the charge date (whichever is relevant).
- (4) Similarly, in the event the request is made to appeal a charge, provide as clear and detailed an explanation as possible as to why this charge is mistaken, together with relevant references.

10.2. If a request is made by the accountholder to the Company orally, the Company may demand that a written request be sent within 7 business days.

10.3. The Company will remit the requisite information at the Company's discretion and/or the results of appealing the charge investigation within 14 business days. Insofar as required by the Company, it may extend the date to investigate appealing the charge by 30 additional business days and/or demand additional information or references.

10.4. If the Company found that appealing the charge is justified, the payment means will be credited by the Company within 14 business days for the amount that was overcharged. If the Company believes that appealing the charge is not justified, it will send an explanation in writing regarding the matter or via a service representative on the Company's behalf.

10.5. In the case the Company did not receive an appeal of a charge during the 30 days of it becoming available, the charge will be deemed to have been agreed upon between the parties and the accountholder will not have any argument and/or claim and/or demand in this respect.

11. Location based services, access authorizations and use of information and text messages, including reminders and alerts regarding parking

11.1. Certain services of the Company are based on access authorizations to information transmitted from your device including location authorizations and/or wireless connections such as Bluetooth and suchlike (“**The Access Authorizations**”). Upon installing the App and/or registering for additional services and/or upon using the services, you will be asked to approve access authorizations to the App as required to render the services. In the case such access authorizations are not approved, some of the services will not be available to you and/or you will not be able to benefit from receiving services tailored to your use of the services. **It is clarified that the Company will make use of the access authorizations to be approved by you in the framework of the App to render all the services, as detailed [in the privacy policy](#) of the Company, including to improve the services and tailor them to your needs.**

11.2. Similarly, certain services of the Company are based on receiving messages (including text, Push and suchlike). It is clarified that such messages may be sent to one and/or more of the telephone numbers updated in the user account and therefore, a message and/or alert containing identification of location may be sent to the accountholder in relation to another use of the account and vice versa.

11.3. The user is exclusively responsible to verify that the device from which use is made of the services is connected to the access authorizations, including the location services (GPS) and/or any other required wireless connection, that the user granted access authorizations as required for the App services he uses, including access authorization to identify his location and that the GPS identified the location for operating the parking. Similarly, the user is exclusively responsible to verify that his device and/or mobile telephone account in his possession is intact, is in an area with reception and allows receipt of text messages.

The Company will not be liable for any argument and/or damage caused in light of the device being faulty and/or no connection and access authorizations, including to the location services and/or receipt of text messages and/or reception issues, and in light of an act or omission of the user, both in light of a fault with the user’s mobile services provider, location identification issues, satellite reception, faults and suchlike. Similarly, the Company will not bear any liability for any damage and/or loss the user sustains, including receipt of reports, if for any reason, whether due to a fault in Pango’s systems or due to a fault in the service provider and/or authorities systems a reminder and/or alert was not sent to the user regarding the activation and/or ending parking. Activating and ending the parking is the user’s sole responsibility.

12. Receiving Information from Third Parties and Sharing Information

12.1. The Company will receive certain information in relation to a user from third parties and/or will share information with third parties, both for the purpose of the services and for additional purposes, all as detailed in [the privacy policy](#) of the Company.

12.2. Without derogating from the provisions in the privacy policy in this respect, in particular:

- (1) The user agrees that the details that are required from the user account such as credit details, vehicle number, telephone number and suchlike, will be remitted by the Company to the service provider, whereby the remittance of details to it is required to provide the service and/or charge the user for purchasing the service (whether insofar as actively activated by the user or in general, for example when the service requires sharing information included in the basic services basket).

In particular, since the Company provides services to the local authorities in connection with the parking fee payment service, and with parking lots with the payment of the parking fee in the parking lots, the user gives the Company his consent to transfer all the necessary details to the local authorities for the regular handling of the local parking arrangements in their jurisdiction, including handling claims and various legal proceedings, in connection with payment of the parking fee and the parking lots in connection with the regular handling of the parking arrangements in the parking lots and payment of the parking fee.

- (2) Similarly, the user gives his consent, for the purpose of providing the services (whether insofar as actively activated by the user or in general, for example when the service requires receipt of information included in the basic services basket), the Company will receive information concerning his vehicle, including the location of the vehicle, from third parties working in collaboration with the Company, including parking lots and/or authorities and/or anyone on their behalf.

12.3. For the avoidance of doubt, the provisions above will be considered as sections in favor of a third party, including in favor of the parking lot owners and their operators collaborating with Pango.

13. Use of these services not by the accountholder and/or mobile device he owns and/or granting permission for use by another, including use in the framework of an employer's business account.

13.1. These sections provisions will apply to every user making use of the services and who is not an accountholder, including an authorized user, employee on behalf of an organization and suchlike and/or an accountholder who permits use to another.

13.2. It is clarified and stressed that when the user makes use of the services in the framework of the account that does not belong to the user, **the user's details and data regarding location and his parking times are added to the databases and the Company's database and/or that of the service provider and the accountholder is informed thereof (the entity paying for the service).** Pango has no control and/or is not liable with respect to the use of this information by the accountholder and this use is not subject to Pango's privacy policy.

13.3. A user seeking to make use of the services to which the account is attached, without the aforementioned details being revealed to the accountholder can do so by opening a private account in his name and inputting his credit card details and to pay himself for the services.

13.4. The accountholder confirms that he is aware of the fact that Pango provides paid services enabling the user to make use of the services both for registered vehicles in the account and in other vehicles (including due to the fact that some of the services do not require identification of the vehicle benefiting from the service). The accountholder confirms that he is aware of the fact, gives his consent and will bear the full costs of the service executed by him and/or by authorized persons (the additional drivers) in the account.

14. Intellectual Property, License for Use and Use Restrictions

14.1. The website, the App, the Company's services and any content displayed on them, including but not limited to any text, image, trade marks, logos, designs, software, icons, graphics and

suchlike (jointly will be referred to hereunder as: “**The Content**”) are owned by the Company or third parties, and are displayed for the personal use and not commercial use of the user only and subject to the provisions in the terms. The Company hereby grants the user a limited, personal, non-exclusive license, that is non-transferable and/or cannot be assigned, that is not commercial and which can be revoked, to use the website, App and the Company's services subject and according to the provisions in the terms. Except for the limited license above, the terms are not to be deemed to grant a license to use the copyrights or other intellectual property rights of the Company which are kept in full by the Company and/or the relevant third party. The Company is entitled to revoke the limited license at any time and for any reason.

- 14.2.** The user will make use of the website, App, the Company’s services and the content according to the provisions in the terms only and according to the provisions in the relevant law. The user agrees that he will not use the Company's services and/or approve a third party and/or encourage a third party to use the Company’s services, directly and/or indirectly as follows: (1) illegally, in a manner that is inappropriate, immoral, unauthorized and/or any abuse and/or unreasonable use and/or for a prohibited purpose in relation to the purpose of the services; (2) in a manner that prevents others the option of using the Company’s services.
- 14.3.** Furthermore, the user undertakes not to: (1) circumvent, shutdown or interrupt the characteristics relating to the security of the website, App and the Company’s services and the proper operation thereof and to make changes and/or to interfere in any manner in the source code of the website or the App and/or the content included therein and not to upload software and/or Apps likely to hurt or cause damage to the website and/or the App and/or the Company and/or any other third parties; (2) to remove any content from the website and/or the App, including copyrights notices; (3) to use the website and/or the App and/or the Company’s services to promote, manage or contribute to activity infringing any rights, including intellectual property rights, privacy rights and/or any other property right; (4) to collect third parties email addresses and/or other details from the website and/or from the App whether through digital means or other means, by hacking and/or mining, including for the purpose of unauthorized mailing; (5) to use digital hacking means or any means including scripts; (6) to copy, distribute or reproduce any part of the Company’s services including the website and/or the App and/or to use, change or integrate the website and/or the App and/or the Company’s services into other software or website or App, or to create derivative creations; (7) to sell and/or to grant a license (or sub-license), to lease, to assign, to transfer, pledge or share in his rights under this agreement with any third party; (8) to use the Company's name, logo or its trade marks without the Company’s advance written approval.
- 14.4.** The Company is entitled to prevent the user from making any use of the website and/or the App and/or the Company's services in the event it learns and/or the Company reasonably fears any infringing or such action that may be construed as a breach of the terms.

15. Upgrades, Changes and Technical Support

The Company may from time to time upgrade and/or update and/or make changes to the website and/or the App and/or the services, and may upgrade, digitally and autonomously the App version that you use. The user gives his consent to such automatic upgrades and/or changes, and agrees that these terms will apply to the upgraded and/or updated version. The Company does not undertake to give and/or provide technical support and/or any other support, including the operation of the website and/or the App and/or the services. Nonetheless, you may contact the Company at any time via the Company’s platforms and the technical support will be provided

subject to the Company's sole discretion. The Company is entitled to change, update, suspend and/or terminate the Company's services at any time, with no accountability toward the user. Insofar as the user objects to changes made or to be made by the Company, the user is required not to make any use of the website and/or the App and/or the services. Continuing to make use of the above after said changes, will attest to the user accepting and consenting to the changes.

16. Privacy

[The privacy policy](#) of the Company describes the manner the Company collects, uses, stores and shares the user's information, and it constitutes an integral part of these terms of use.

17. No Representations, Restrictions and Disclaiming the Company's Liability

17.1. Unless if expressly stated in the terms, the website, the App and the Company's services are rendered "**As-Is**" and "**AsAvailable**", without any liability of any type, express or implied, including, unlimitedly, representations, undertakings and adjustments to a specific purpose.

17.2. The Company does not give any undertaking that the website and/or the App and/or the Company's services will operate without errors, interruptions, shutdowns (temporary or permanent) or without viruses or other harmful codes, that they will be correct, complete or updated and/or that they will be immune against illegal access to the Company's systems and/or that the faults will be fixed.

17.3. Similarly, the Company is entitled to change the services and/or cancel them at any time, including any other component in the Company's services, without advance and/or retrospective notice to the user.

17.4. The use of the Company's services is contingent upon the intactness of the mobile network to which the user's mobile telephone device belongs which is solely liable for the intactness and/or availability of all the services and the components required to receive the Company's services and which are rendered to it by a third party, including the intactness of the mobile network and its availability, intactness of the App components that are required, availability of the content services, the existence of the GPS Service and operation thereof, authorization to receive messages etc.

17.5. The user agrees that the Company will not bear any liability toward it or toward a third party for damages deriving from technical issues, including, unlimitedly, in connection with the internet or with all the communication suppliers and the mobile network. The Company will not be liable for delays in supplying the services as a result of events that are not within its control, such as faults, delays, shutdowns, natural disasters, faults in the computer system or in the telephone systems that are damaged in completing the receipt and/or rendering of the services process and/or faults in the device and/or non-compatibility in relation to settings and authorizations inputted by the user in the device and/or fault in the systems of third parties including authorities and/or parking lots and suchlike. The user undertakes that he will not have any argument, claim or demand against the Company in relation to the provisions above. The use of the Company's services is the user's sole and full responsibility.

17.6. Insofar as a given service of the Company's services and/or offers and/or benefits are rendered by an external service provider, the Company will not bear any liability for the level of service, quality of the service, intactness of the service and any other matter in connection with the service itself, that is not only related to the payment for the service and the user must

contact the service provider directly with any argument relating to the service provided, all as detailed in the relevant service terms.

- 17.7.** The Company and/or whoever on its behalf will not be liable and will not bear any liability for any direct, indirect, consequential, punitive or special damages a user and/or third party sustains, including equipment, as a result of use the Company's services - no matter what the cause of action - including but not limited to loss of income and/or preventing profits caused for any reason, not saving and/or no backup and/or loss of content and/or any information in relation to the user and/or the services, even if the Company received notice with respect to the possibility that such damages may exist.
- 17.8.** Without derogating from the provisions above, the Company will not bear any liability and will not be liable for any damage, of any type, direct and/or indirect, the user and/or anyone on its behalf sustains deriving from the inability to make use of the Company's services offered to the user **at no cost** and/or from an error and/or inaccuracy and/or mistake and/or fault concerning such services. In relation to services that are subject to payment of a service fee, the only relief the user is entitled to receive for the inability to use the services is reimbursement of the service fee amount paid by it at the time it could not make use of the service, and subject to the fact that inability to make use of the service derived from an act and/or omission of the Company.
- 17.9.** In any case, the Company's liability and responsibility toward the user will be limited solely to the direct financial damages actually sustained by the accountholder and/or user of the account, insofar as caused, due to a malicious act or due to a material breach of the Company's undertakings under the terms. This liability of the Company will be limited up to the ticket/s amount or the amounts paid by the accountholder and/or user of the account as a result thereof (contingent upon showing confirmation of payment of these ticket/s by the user) and/or up to the amount for the services for which the accountholder was charged as a result thereof.
- 17.10.** The user is aware that the Company agrees to engage with the user on this limited liability basis and that the Company is relying upon this.

18. Indemnification

The user undertakes to compensate and/or indemnify the Company, its managers, employees, representatives, shareholders, and all those acting on its behalf and/or for it and any other entity relating to the rendering of the Company's services, immediately upon their first demand, for any claim and/or damage and/or harm and/or loss and/or expense they sustain, of any type and kind, including for attorneys fees and reasonable legal expenses, due to a breach of these terms and/or the provisions in the law by the user, and due to any argument and/or demand and/or claim raised against them by any third party for such a breach. For the avoidance of any doubt it is clarified that this indemnification section does not derogate from additional relief granted to the Company by law.

19. Service Messages, Advertising Matters and Direct Mailing

To render the services and as part of them, the Company will send to the email addresses and/or the telephone numbers inputted into the account (including that of the accountholder and/or any of the users) service messages such as invoices, end of parking notice, testing vehicle notice, new services notice and/or adding to existing services and suchlike ("**Service Messages**"). These service

messages are essential to use the services and therefore, a user wishing not to receive them cannot make use of the Company's services.

Similarly, upon registering to the Company's services (both upon creating an account and/or remitting contact details in any way), the user confirms that it agrees to receive advertising matters to all means of communications associated with the account as stated in Section 30A (including the WhatsApp App). to the Communications Law (Telecommunications and Broadcasts), 5742-1982 and to receive direct mailing pursuant to the Privacy Protection law, 5741-1981. At any time, you have the option of instructing that the authorization to receive such marketing messages be revoked and to request to be removed from the distribution list in the framework of the advertising matter itself and/or via "contact us" on the website and/or by sending an email to support@pango.co.il and/or by contacting the Company's customer service.

20. Termination of the Engagement, Cancellation of the Services and Closing the Account

20.1. Subject to the provisions above, an accountholder may terminate the engagement in relation to the additional services and/or terminate its engagement with the Company at any time by contacting the Company with a termination request as stated above.

20.2. Except and insofar as it is expressly stated in the service terms, the services included under the Company's basic services cannot be cancelled. **Therefore, if you wish to cancel one and/or more of the basic services (which their service terms do not state that they can be cancelled) you must request that the account be closed and you cannot make any use of the services.**

20.3. At any time, and subject to the provisions above, you may terminate the engagement in relation to the specific services and/or terminate your engagement with the Company by contacting the Company with such a request as detailed hereunder:

- (1) Contacting the Company can be done by calling the customer service call center at *4500, via contact us on the website or in the App settings, by emailing us at support@pango.co.il and/or by registered mail to the address detailed at the bottom of the page.
- (2) For the service to be removed and/or close the account via email, "contact us" on the website and by registered mail you must state the accountholder's mobile telephone number, the accountholder's identity card number, the last four digits of the credit card recorded in the Pango system, the nature of the request and contact details - email or telephone, in the case the customer service call center wishes to contact you. **The user has an obligation to verify that his request was in fact sent and no error occurred during the email being sent and/or the registered mail being mailed and suchlike.** The Company will not be liable in the case such a notice was not received, not as a result of an act and/or omission of the Company.

Furthermore, the engagement can be terminated **in relation to specific services** that can be registered for independently from the account in the framework of the account on the website and/or as the Company gives notice of from time to time.

20.4. The service will actually be cancelled within 3 business days of the Company receiving the notice whereas the engagement will be terminated and the account will be closed within 5 business days of the Company receiving the notice.

20.5. It is hereby clarified that terminating the engagement as stated above does not derogate from the accountholder's undertakings to pay the parking fees for use of the parking lot or the service fee for any of the Company's' services or for other undertakings of the accountholder that manifested prior to terminating the engagement. If the engagement ends in the middle

of the month, the accountholder will be charged relatively according to the number of days it was registered for the service.

20.6. The Company will be entitled to terminate the engagement with the accountholder or to block the account from carrying out actions, as follows: (1) there is an issue with charging the accountholder through the payment means remitted by it; (2) the user denies a given transaction registered in its account; (3) a complaint was received on behalf of a third party in relation to unauthorized use of the account and/or the telephone number and/or the mobile telephone device and/or vehicle number (4) the user violated the terms, including its undertaking to make the payments; (5) the accountholder remitted incorrect information to the Company.

21. General

The terms constitute the full agreement between the parties. In the event any of the terms provisions is determined by a court as illegal and/or invalid, then this will not nullify the rest of the terms provisions and/or the rest of the parts of the provision that was cancelled and/or limited by the court, which were not cancelled or limited. Any laches by the Company with respect to fulfilling a right it deserves or it not insisting on a right it deserves under the terms of use or pursuant to the law, is *ex gratia* only and will not serve or be considered a waiver by the Company of such a right. The Company will be entitled to transfer and/or assign, at any time, its rights and obligations toward the user to a third party, without giving any notice unless such a notice is required by law. Only the laws of the State of Israel will govern these terms of use. The exclusive jurisdiction regarding any matter relating to these terms of use and the use of the services is granted to the authorized courts in the Tel-Aviv - Yafo region only.

22. Contacting Us

You can contact the Company as follows regarding any question relating to the website and/or App and/or the Company's services:

Pango Pay and Go Ltd Company

Address: BSR Towers, Building Y, 3 Hashaham Street, Corner of 1 Totzeret Ha'aretz, Petach Tikva.

Customer Service Call Center: *4500

E-mail Address: support@pango.co.il.

via [Contact Us](#).