

Ituran Global - Terms of Use

1. General

- 1.1. Welcome to the website www.ituran.com (the "**Website**"). The Website is managed and operated by Ituran Location and Control Ltd. (the "**Company**"). The Website serves as an interface for direct contact between customers and/or users of the Website (the "**User/s**") and the Company, in which Users can receive comprehensive information about services and the Company's products, including information and data regarding the services provided to Users who are the Company's customers in the personal area of the Website (the "**Company Services**").
- 1.2. The information and/or the content and/or services presented on the Website are intended for use in and/or for Users located exclusively in the territory of the State of Israel. The purchase and/or use of discounts and/or sales in relation to any products or services offered within the framework of the Website, insofar as they are offered, can only be used in the territory of the State of Israel.
- 1.3. The Terms of Use are worded using masculine pronouns for convenience only and apply equally to all genders. We apologize for any discomfort this may cause.
- 1.4. Please be sure to review and keep up to date with these Terms of Use as the use by any User and/or person and/or body that uses the internet and/or views and/or uses the Website in any other way, directly or indirectly, including any content and/or service appearing on it, constitute consent to the Terms of Use of the Website, including the terms of the privacy policy (the "**Privacy Policy**") which can be viewed [here](#), as may be updated from time to time (the "**Terms of Use**"), without any restriction and/or reservation. The Terms of Use and Privacy Policy govern the relationship between the User and the Company and may change from time to time, at the full and sole discretion of the Company. Therefore, before performing any action on the Website, the User is asked to carefully read the Terms of Use, including the Privacy Policy.
- 1.5. The Company reserves the right to change, delete or add to these Terms of Use at any time, without prior notice beyond the publication of the terms in the Terms of Use themselves and at its sole discretion. Any addition and/or change made to

the Website, the content of the Website and/or these Terms of Use will oblige the User of the Website with his continued use of it. Therefore, the Company advises that the User review these Terms of Use from time to time. The User's use of the Website after such changes indicates his consent to the updated Terms of Use. To the extent that the User does not agree to the changes, he must refrain from continuing to use the Website.

1.6. The binding and determining wording of the Terms of Use at any time is that as published on the Website. The Terms of Use are cumulative and not alternative and they will be interpreted as coexisting and not derogating from each other. It is clarified that the User may choose to browse some of the information and/or content and/or services offered on the Website and not all of them. It is also possible that some of the services offered on the Website are not yet active, and they will be available to the user upon their activation.

2. Prohibited Uses of the Website

2.1. Without the consent of the Company, in advance and in writing, the User is not permitted to perform the following actions and/or operations while using the Website and the content of the Website:

- 2.1.1. Make commercial use of the Website and/or the content of the Website.
- 2.1.2. Copy, reproduce, modify, process, translate, reverse engineer, distribute, transmit, display, perform, replicate, publish and store the content of the Website, in whole or in part.
- 2.1.3. Activate or enable the activation of any computer application or any other means, including software such as Crawlers, Robots, etc., for the purpose of searching, scanning, copying or automatically retrieving the content of the Website.
- 2.1.4. Display content from the Website within an open or hidden iframe or present the content of the Website in any way, including through any software, device, accessory or communication protocol, which changes their original design from the Website and/or omits anything.
- 2.1.5. Disrupt or violate any right of another User of the Website, including the right to privacy and/or collect personal information about the Users of the

Website without their express written consent, including by automatic means.

2.1.6. Infringe on the dignity or privacy of another User and/or use the Website and/or the content of the Website to damage the good name of any person and/or publish incitement, fraud, deception, defamation and/or any other information that is false, not reliable or has the potential to intentionally cause harm.

2.1.7. Use of the Website or the content of the Website for the purpose of creating a database and/or collection.

2.2. The Company may allow users of the Website to post comments and/or questions within its framework. The Company recognizes the nature of the internet as a medium used by people to, among other things, provide feedback and/or information about the Website, while making reasonable efforts to take such information and feedback into account when needed and used for the Company's needs. Without derogating from the aforesaid, the Company does not bear any responsibility and/or liability whatsoever regarding any feedback, responses or questions that originate from the Users of the Website and reserves the right to remove them from the Website without any justification and/or giving prior notice.

2.3. Failure to comply with these restrictions may lead to the prevention of the User's access to the Website and even expose him to civil and/or criminal liability, in accordance with the provisions of any law.

3. Registration and Use of Data

3.1. Registration for the mailing list on the Website and/or entering details for receiving marketing information and/or contacting the Company and/or sending a resume on the careers page of the Website and the use of information provided by the User to the Company and/or accumulated about him when using the Website, including their full name, ID number, e-mail address, telephone number, etc. will be made in accordance with the law and Privacy Policy of the Website, which is an integral part of the Terms of Use.

3.2. When required, the User must provide accurate and correct details in order to allow the quick and incidentless use of the Website. It is hereby clarified that entering false personal details is strictly prohibited, constitutes a civil tort and even a criminal offense, and doing so is subject to legal, criminal and/or civil proceedings, including tort claims for damages caused to the Company and/or anyone on its behalf as a result.

3.3. The Company may, at any time and in its sole and exclusive discretion, deny Users access to the information contained on the Website and/or cancel their registration on the Website, if their conduct is inappropriate and/or if they misused the Website, including non-compliance with the Terms of Use and/or Privacy Policy.

4. Eligibility to Use the Website.

Eligibility to use the Website in accordance with its terms and conditions, and to enjoy its services will be given to any User. As such and for the avoidance of doubt it is clarified again that the Company is given the authority at all times and at its full and exclusive discretion to prevent Users from accessing the Website and/or performing various actions on it, including due to prohibited actions on the Website and/or non-payment of debt to the Company and for any other action which the Company believes does not permit their continued use of the Website.

5. Ownership and Intellectual Property Rights

5.1. The Website and the information that appears on it, including the design of the Website, drawings, designs, illustrations, music, photographs, images, maps, audio clips, videos, text, graphics, software, application, computer code and any other material, etc. (the "**Content**") is protected by copyright law and belongs to the Company and/or anyone on its behalf and/or third parties who have given their consent to the use made by the Company in the Website. It is strictly forbidden to make changes, reverse engineer, copy, publish, distribute, broadcast, publicly display, perform, reproduce, issue a license, create derivative works, sell or deliver to a third party, etc. any portion of the Content without the express prior written consent of the Company.

- 5.2. All intellectual property rights in connection with the Website of any kind and type (whether registered or unregistered rights), including the domain name, patents, trademarks, trade names, designs, copyrights, trade secrets, methods, the manner in which the Website is presented and designed, as well as any matter or detail related to the Website, are the exclusive property of the Company or a third party, which has authorized the Company to use them, and the use of all said rights is permitted exclusively by the Company. You may not copy, distribute, reproduce, sell, translate and/or perform any other action in any type of texts and/or codes and/or images and/or trademarks and/or photographs and/or videos and/or any other Content appearing on the site, unless the Company's approval has been obtained in advance and in writing.
- 5.3. The Company does everything in its power to respect the rights of third parties in the Content displayed on the Website, including through authorized usage in accordance with the specific license granted to it and by providing appropriate credit to them on the Website. To the extent that any User and/or accesor of the Website and/or any body claims rights in certain Content displayed on the Website and/or opposes the use that the Company makes of it, they must inform the Company by giving written notice via the Company's e-mail address displayed on the Website and/or by using the contact form on the Website, specifying the exact location of the offending material by URL, detailing the nature of the damage and indicating an e-mail address to respond to. To the extent that such notice is given to the Company, the Company will examine the request within a reasonable time, and if it finds that the use of the Content in question does indeed violate the rights of a third party, the Content will be removed from the Website and its use will cease. The Company will notify the claimant regarding the actions it intends to take and/or the actions it has taken with respect to such Content.
- 5.4. Without derogating from the aforesaid, the name of the Company and its trademarks, including as they appear on the Website, are the exclusive property of the Company and may not be used in any form.

5.5. The trademarks and advertisements of advertisers on the Website are the sole property of those advertisers. They must also not be used without the prior written consent of the advertiser.

6. **Website Content and Advertisements**

6.1. In the Terms of Use and Privacy Policy the term "Content" means: any content, including and without prejudice, text, hyperlinks, design, illustrations, images, graphics, software, graphs, sound, videos and/or audio, etc.

6.2. The Website as a whole, including all the Contents appearing on it as defined below, are adapted to the State of Israel and are intended for use in the State of Israel, unless otherwise stated, and are offered to the public and Users as they are (AS IS). The Company makes efforts to ensure that the Content appearing on the Website is correct, accurate and up-to-date. However, the Company does not guarantee this, and it is possible that the Content is incomplete and/or that technical or other errors have occurred in it, and therefore the Company will not bear any responsibility for the up-to-dateness, accuracy and completeness of the information on the Website.

6.3. The Company reserves the right, at its sole and exclusive discretion, to change the Website, the information and service within it at any time, including by adding, taking away, terminating or limiting, changing the structure of the Website, the scope and availability of the information and service offered and any other aspect of the Website, in service and operation, without any need for giving prior notice. It is clarified that the User will not have any claim and/or demand and/or lawsuit against the Company in respect of the aforesaid.

6.4. The Website may display Content, publications, advertisements, articles, information, services, products and/or any other Content of third parties and/or on their behalf, either by referring the User to third party sites and/or by displaying these on the Website (the "**Third Party Content**"). Without derogating from the aforesaid, the User's use of the Third Party Content is subject to the terms and/or the Terms of Use and/or the Privacy Policy of those third parties, if they exist. It is clarified that any opinion, expression of opinion, advice, statement, offer, information, service and/or any other Content in the Third Party Content,

belongs to the said third party and that the Company is not involved in their creation, editing and/or operation.

6.5. In addition to the above, the Website may also include links to other websites, which are not operated by the Company. The links are intended solely for the convenience and knowledge of the users. These links are not under the control of the Company and it does not control the Content on the linked sites. To the extent that the Website contains these links, this does not indicate the Company's consent and/or responsibility for the Content appearing on the linked sites and/or constitute a guarantee for their reliability, up-to-dateness, correctness or legality and/or the privacy policy and terms of use adopted by their owners. The Company is not responsible for any result that may be caused from the use of the linked sites and/or reliance on them and recommends carefully reading the terms of use and privacy policy of these websites, if they exist, and/or contacting the linked site owners. It is further clarified that the Company may, at its full and exclusive discretion, remove any link from the Website and/or add additional links and that the Company does not guarantee that the links to the said websites will be active and lead to an active website.

6.6. The Company hereby clarifies that the Content on the Website and/or any use thereof, including content provided by the Company and/or Third Party Content, including any entry of the User to third party sites via links on the Website and/or advertisement on the Website, does not constitute a recommendation and/or opinion regarding its suitability for a particular User, and therefore any reliance on statements, positions, advice and/or any other Content displayed on the Website and/or elsewhere that is not on behalf of the Company is made at the User's discretion and will be at his sole risk. The User will not have any claim and/or demand and/or lawsuit against the Company in connection with any Content contained on the Website in respect to any direct or indirect damage resulting from such use and/or entry and/or due to reliance on Third Party Content and/or due to a violation of privacy following such use.

7. Terms of Service for Car Fleet Management

- 7.1. As part of its services, the Company provides a service in the field of car fleet management, and provides solutions for efficiency, control, supervision and safety in the car fleets of the Company's corporate customers (the "**CFM Service**").
- 7.2. Users entrance to the personal area of the CFM Service will be done using a dedicated username and password that was given to the CFM customers as part of their registration for the service. Such username and password are confidential and private and should be kept secret and private accordingly.
- 7.3. Do not give the username and password to anyone and/or use the username and/or password of anyone without obtaining legal permission. It will be clarified that the preservation of the details of the username and password as aforesaid is the sole responsibility of the User and/or CFM customers, and that the Company is not responsible for the loss and/or exposure and/or unauthorized use of them.
- 7.4. As part of the CFM Service, the User may be exposed to information and data about the cars managed within the car fleet of the organization on whose behalf the User is registered. The information and/or data in connection with the CFM Service will also apply to the Company's Privacy Policy, which forms an integral part of these Terms of Use.
- 7.5. The Company can not guarantee that the information and/or data presented in the framework of the CFM Service will be accurate and/or available at any given moment, and in general it cannot guarantee that the service will be available and/or will operate without malfunctions at any time. As such, the Company is not responsible for the accuracy of the information and/or data that is presented within the framework of the CFM Service, and the User will not have any claim and/or demand and/or lawsuit against the Company due to inaccuracy and/or inconsistency and/or unavailability of the information and/or data as stated.
- 7.6. The Company is not and will not be responsible for any use of the information and/or data presented and/or provided within the framework of the CFM Service that exceeds beyond the normal purposes of use for which the service was originally intended and/or for any damage or injury caused by such excessive use,

and the User will not have any claim and/or demand and/or lawsuit towards and/or against the Company as a result.

7.7. In addition, the information and/or data presented and/or provided within the framework of the CFM Service may not be used, except for the purpose for which the service is intended. In this regard, such information and data may not be used illegally and/or for purposes that are illegal, including use that infringes on the rights of the information subjects to whom the data in the service pertains to, including their right to privacy.

7.8. The User is aware that the information and/or data that is presented and/or provided within the framework of the CFM Service is owned by the Company, and that the Company has the full rights in the information and/or data as stated, including all intellectual property rights arising therefrom. Providing the possibility of using the service and the information and/or data in its framework does not grant the User these and other rights in them, except for the permission to use them for the normal purposes for which the service is intended. Nothing in this section shall derogate from the provisions of Section 5 - "Ownership and Intellectual Property Rights" above.

7.9. Nothing in the above liability limitation clauses in connection with the use of the CFM Service and/or the information and data in connection with it shall derogate from the other liability limitation clauses which are detailed in these Terms of Use in general and in Section 8 below in particular.

8. Liability

8.1. The Company does everything in its power to provide the User with a quality and safe user experience on the Website. However, the Website is not immune to glitches and/or problems, and you may not have access to the Website from time to time.

8.2. The User is aware that the Website, including any Content and/or service on it, is provided by the Company in their condition as is and subject to their availability (As Is and As Available). The Company will not bear any responsibility, express or implied, in connection with the Website, including any Content or service on it, as well as in connection with their suitability for a specific purpose and/or the User's

requirements. The User hereby declares and undertakes that he is solely and fully responsible for any use he makes of the Website, including any Content and/or service on it, and that he is aware that the Company is not responsible, either directly or indirectly, for any use he makes of the Website.

8.3. The Company, its shareholders, directors and subsidiaries and/or parent companies and/or affiliated companies and/or anyone on its behalf, will not bear any liability for damage and/or loss, direct or indirect, including incidental, consequential, random or punitive damages (including, and without detracting from the generality of the aforesaid, compensation for loss of work and business, loss of profits, breaks and work interruptions, loss and/or loss of business information, damage to reputation, and any other loss and/or financial damage), arising and/or related to the Website, or any Content and/or service on it, or any use thereof, and including but not without prejudice to: 1) the use and/or inability to use the Website, including any Content and/or service on it, for any reason; 2) messages and/or files received by the User during and/or due to the use of the Website, including any Content and/or service on it; 3) use or reliance on information and content published on the Website, whether by the Company or by third parties; 4) any act and/or omission committed in the Content of the Website or in connection with it after it has been handed over to third parties; 5) interruptions to the availability and regularity of the Website, including any Content and/or service on it, for any reason, and including, resulting from disruptions or failures in the internet or telephone network; 6) damage or loss which is caused as a result of an error, mistake, inaccuracy, etc. in the Content on the Website.

8.4. It is clarified that a disruption in the collection of the User's information in the Company's computers for any reason, including a fault related to the Company, will not constitute cause for any claim and/or demand and/or lawsuit of the User towards the Company.

8.5. The User hereby undertakes to comply with the provisions of any law that may apply to his use of the Website and/or its Content, including these Terms of Use.

- 8.6. The User undertakes to compensate and indemnify the Company and/or anyone on its behalf, immediately upon first claim, for any damage, loss, loss of profit, payment and/or expense, damage to reputation, economic and/or commercial damage, including by virtue of any claim, lawsuit, judgment, settlement, writ of execution, including legal expenses, and the costs of legal advice, arising, directly and/or indirectly, from violating the Terms of Use and/or any act and/or omission of the User and/or any charge to the Company and/or anyone on its behalf which according to the Terms of Use of the Company, the Company is not not liable for.
- 8.7. The User is aware that the Company may change and/or discontinue and/or cancel at any time, at its full and exclusive discretion, the operation of the Website without any need to provide prior notice.
- 8.8. The Company is not responsible for any illegal activity carried out, insofar as it is carried out, by any of the Users of the Website and/or any other entity over which it has no control.
- 8.9. In the event of any conflict and/or inconsistency of any kind and type between any Content on the Website and the Terms of Use, including the Privacy Policy, the provisions of the Terms of Use and/or the Privacy Policy, according to the matter, will prevail.
- 8.10. The limitation of liability in this section does not derogate from any other limitation of liability in the Terms of Use and Privacy Policy.

9. Website Operating Hours

- 9.1. The Website is active 24 hours a day, except in cases where the Website is down for maintenance and/or for any other reason.
- 9.2. It is hereby clarified that there may be changes to the times specified in these Terms of Use, including the hours of operation of the Website and the like, all in accordance with the full and exclusive discretion of the Company.

10. Statute of Limitations

- 10.1. Without derogating from the Terms of Use, the User is aware, agrees and hereby confirms that the statute of limitations period for any claim and/or demand and/or lawsuit against the Company, will be limited to a period of six (6) months, and the

parties regard this as an agreement for the statute of limitations period for the purposes of Section 19 of the Statute of Limitation Law, 1958.

11. Jurisdiction and Choice of Law

11.1. Only Israeli law shall apply to any use of the Website and/or any claim and/or demand and/or lawsuit arising from this use and/or everything related to or arising from the ordering of the Company's products and/or any other matter directly or indirectly related to the Website. The exclusive jurisdiction for all matters relating to and/or arising from these Terms of Use shall be vested in the authorized court in the City of Tel Aviv-Yafo, and the substantive and procedural law that will apply will be Israeli law, which will prevail over any rules that would apply foreign law.

12. Miscellaneous

12.1. These Terms of Use constitute the entire agreement between you and the Company regarding the use of the Website and supersede any other understanding and/or consent, oral or written, relating to the use of the Website and its Content.

12.2. The Company will not be responsible for the information and/or Content published on the Website by third parties, including the Company's sub-agencies or for any result that may result from relying on such publications or use of them.

12.3. If any of the Terms of Use are found to be illegal, void or unenforceable for any reason, this Term will be deleted from the Terms of Use and its deletion will not affect the legality and validity of the remaining Terms of Use. In such a case, the existence of another similar term will be considered enforceable instead of the term that had been deleted or removed.

12.4. Any delay, waiver, extension, delay or failure on the part of the Company to exercise its rights and/or demand compliance with these Terms of Use and/or its consent to deviate from the Terms of Use will not constitute a precedent, and will not be considered a waiver and/or consent from the Company and nothing should be inferred from them for a similar result in a different case.

12.5. The Terms of Use listed above do not create and will not be construed as creating any partnership, joint venture, employer-employee, agency or proxy relationship between the User and the Company.

13. Contact

- 13.1. For any matter, question and/or request, please contact the Company's customer service via the **contact form on the Website**, by phone: tel: +972 03-6533515, or by email: sherut@ituran.com. All correspondence with the company must include your full details including your address and e-mail. The Company will endeavor to respond to any reasonable request within a reasonable time.
- 13.2. Any message sent by the Company to the User according to the address as filled in by the User when ordering will be considered as having arrived to its destination 48 hours from the date it was delivered to the post office.