

## **Terms of Use**

Last Revised: August 30, 2019

The following Terms of Use, including the terms of All Forward Ltd.'s Privacy Policy (available at: [all-forward.com](http://all-forward.com) (the "Terms"), constitute the legal agreement which governs and applies to your use of this website, available at [all-forward.com](http://all-forward.com) (the "Website"), maintained and owned by All Forward Ltd..

The Terms set forth herein apply to any content and information that are or become available on the Site (collectively, the "Content"). By accessing and/or using the Site, you acknowledge that you have read and that you agree to be bound by the Terms, without any limitation or qualification. If you do not agree to the Terms, do not connect to, access or use the Site in any manner whatsoever. The Site is available only to individuals who possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law.

In these Terms, "we", "us", "our" and "Company" refer to All Forward Ltd., and "you" and "your" refer to you, the user of Our Website.

THESE TERMS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT.

We may modify these Terms for any reason—at any time—by posting a new version on Our Website; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of Our Website following the posting of modified Terms will be subject to the Terms in effect at the time of your use. Please review these Terms periodically for changes. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with Our Website in any way, your only recourse is to immediately terminate use of our Website.

### **1. We Do Not Sell Freight Forwarding Services**

Our Website is a freight forwarding ("Forwarding") search engine. The Company does not provide, own or control any of the Forwarding services and products that you can access through our Website, such as shipment, customs clearance, warehousing, insurance (the "Products"). The Products are owned, controlled or made available by third parties (the "Providers") either directly or as an agent. The Providers are responsible for the Products. The Provider's terms and privacy policies apply to your booking/shipping order so you must agree to and understand those terms. Your interaction with any Provider accessed through our Website is at your own risk; the Company does not bear any responsibility should anything go wrong with your Booking or shipment.

The display on our Website of a Product or Provider does not—in any way—imply, suggest, or constitute a recommendation by the Company of that Product or Provider,

or any sponsorship or approval of the Company by such Provider, or any affiliation between such Provider and the Company. Without derogating from the foregoing, you acknowledge that Providers which are Affiliates of the Company may be displayed in our Website. For the purpose of these Terms, “Affiliates” shall mean any corporation, firm, partnership, employee, or other natural or legal person which directly or indirectly controls, is controlled by, or is under common control with the Company.

Our Website hosts content, including prices, made available by or obtained from Providers. The Company is in no way responsible for the accuracy, timeliness or completeness of such content. Since the Company has no control over the Products and does not verify the content uploaded by the Providers, it is not possible for us to guarantee the prices displayed on our Website. Prices change constantly and additional charges (e.g., payment fees, services charges, local taxes and fees) may apply, so you should always check whether the price asked for a booking is the one you expected. Some Products may also be sold in another currency than the one preset or chosen by you for the display of the search results. Our currency conversion is for informational purposes only and should not be relied upon as accurate or real-time; actual rates may vary, and your payment provider (e.g., your credit card company) may charge conversion fees and apply another date’s currency rate.

### **3. Intellectual Property**

We, along with the Providers and other licensors, own all of the text, images, software, trademarks, service marks and other material contained on our Website (“Intellectual Property”). You will not copy or transmit any of the material except if you are doing so for your personal, non-commercial use. All copyright, trademark and other proprietary rights notices presented on our Website must appear on all copies you print. Other products, services, or designations on our Website not belonging to the Company belong to those respective third parties and may be mentioned in our Website for identification purposes only. You should contact the appropriate third party for more complete information regarding such designations and their registration status. Your use of and access to our Website does not grant you any license or right to use any of the marks included on our Website.

### **4. Use of Our Website**

You may only use our Website if you are of sufficient legal age and can enter into binding contracts. If you use our Website, you are responsible for maintaining the secrecy of your passwords, login and account information. You will be responsible for all use of our Website by you and anyone using your password and login information (with or without your permission). All information that you provide to us must be accurate and up-to-date. If any of your information changes, you must immediately update it. If you have reason to believe that your account is no longer secure (e.g., loss, theft or unauthorized disclosure or use of your information or computer or mobile

device used to access our Website), you must promptly change your personal information that is affected.

If you decide to have messages or other communications from our Website sent directly to your mobile device, you are solely responsible for keeping us updated with your current phone number, and for any charges incurred by receiving such messages. If you install any software or enable any service that stores information from our Website on any mobile device or computer, it is your responsibility, prior to transfer or disposal of such device, to remove your information or otherwise disable access to such software or service in order to prevent unauthorized access to your information or account.

You may only use our Website to search for legitimate services and products; you may not use our Website to make any false, fraudulent or speculative Bookings or any reservation in anticipation of demand. By using our Website, you agree to comply with laws that apply to the United States and your own country, including laws that apply to exporting technical data.

In addition, you agree not to do any of the following without prior express written permission from the Company:

(i) access our Website with any manual or automated process for any purpose other than your personal use or for inclusion of our Website pages in a search index. Use of any automated system or software to extract data from our Website ('screen scraping'), for commercial or non-commercial purposes, is prohibited;

(ii) violate the restrictions in any robot exclusion headers on our Website or bypass or circumvent other measures employed to prevent or limit access to our Website;

(iii) deep-link to any portion of our Website for any purpose;

(iv) use any device, software or routine that interferes or attempts to interfere with the normal operation of our Website or take any action that imposes an unreasonable load on our computer or network equipment;

(v) reproduce, duplicate, copy, sell, trade, resell or exploit our Website;

(vi) use any feature of our Website for any purpose that is unlawful, harmful, or otherwise objectionable or inappropriate, as determined by us;

(vii) post or distribute any material on our Website that violates the rights of any third party or applicable law;

(viii) use our Website to collect or store personal data about others;

(ix) use our Website for any commercial purpose; or

(x) transmit any ad or promotional materials on our Website

We may, at our sole discretion, at any time and without advance notice or liability, suspend, terminate or restrict your access to any or all component(s) of our Website. Furthermore, you can always delete your account by contacting us.

### **5. Warranty Disclaimer**

You understand and acknowledge that you are receiving a preliminary beta, pre-released version of the Website and the software, and is not intended to perform at the level of performance typical to a product available for a commercial service release, which the Company expects that it may contain significant errors, omissions and problems. You further acknowledge and agree that the Company shall have no responsibility to you to correct any defects or problems in the services, or any part thereof. It is your responsibility to ensure that any data contained on your computer and/or server and/or computer network is backed and retrievable. We also reserve the right to decide not to release the Website at all. Our Website, all content and services provided on our Website are provided on an "as is" and "as available" basis. Our content is largely generated in an automated fashion; errors can and do happen. We may many search results, but we are not comprehensive and do not display all available providers and offers. Accordingly, we do not always display the lowest available price. The Company expressly disclaims—to the fullest extent permissible—all warranties of any kind, whether express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance.

### **6. Our Liability Is Limited**

Because of the nature of the beta version of the software and/or services, to the maximum extent permitted by applicable law, the Company shall not be liable for direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use the software and/or services, or any part thereof (including, without limitation, damages for loss of business, loss of data or information or other pecuniary loss) even if the Company should have known of and/or is or was advised of the possibility of such damages. Without derogating from the generality of the foregoing, in the event that the Company is found liable to you and/or to any third party as a result of or in connection with the software and/or services, irrespective of the above, the Company's total cumulative liability shall not exceed the amount actually paid by you for the use of the paid services during the six months preceding the event giving rise to the Company liability hereof, and the forgoing shall be the sole and exclusive remedy available to you.

We (together with our officers, directors, employees, representatives, shareholders, affiliates, and providers), to the extent permitted by law, hereby expressly exclude any

responsibility and liability for (a) any loss or damages to, or viruses that may infect, your computer equipment or other property as the result of your access to our Website, your downloading of any content from our Website or (b) any injury; death; loss; claim; act of god; accident; delay; or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including—without limitation—lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with: (i) any use of our Website or our content; (ii) any failure or delay (including—without limitation—the use of or inability to use any component of this Website for reservations or booking); or (iii) the performance or nonperformance by us or any Provider, even if we have been advised of the possibility of damages to such parties or any other party.

## **7. You Agree to Protect Us**

Subject to these Terms, you will defend, indemnify and hold us and each of our officers, directors, employees and agents harmless from and against any claim, cause of action, liability, expense, loss or demand, including—without limitation—reasonable legal and accounting fees, arising out of, or in any way connected with your breach of these Terms or the agreements made part of these Terms by reference, your breach of any applicable law, and your use of or access to our Website the Intellectual Property.

## **8. Arbitration and Waiver**

You agree that by accepting the Terms, you and Company are each waiving the right to trial by jury and the ability to participate in a class action. ANY AND ALL DISPUTES COMPANY OR YOU HAS RELATING IN ANY WAY TO THE SERVICES OR YOUR RELATIONSHIP WITH THE COMPANY (INCLUDING—WITHOUT LIMITATION—WITH RESPECT TO DATA, YOUR INTERACTION WITH THE COMPANY, COMPANY'S ADVERTISEMENTS AND DISCLOSURES, EMAIL AND MOBILE SMS (TEXT) MESSAGES COMPANY SENDS TO YOU, OR THE USE OR DISCLOSURE OF ANY INFORMATION ABOUT YOU), THESE TERMS OF USE, AND PRIVACY POLICY (COLLECTIVELY, "CLAIMS") SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF TEL AVIV, ISRAEL. CLAIMS INCLUDE CLAIMS BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORT), FRAUD, AGENCY, YOUR OR THE COMPANY'S NEGLIGENCE, STATUTORY OR REGULATORY PROVISIONS, OR ANY OTHER SOURCE OF LAW. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our confidential information and intellectual property rights or to prevent loss of data or damage to our servers in any court of competent jurisdiction.

TO THE EXTENT PERMITTED BY LAW, YOU WILL NOT AGREE TO ACT AS A REPRESENTATIVE OR A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT AGAINST COMPANY IN ANY COURT, OR IN ARBITRATION, WITH RESPECT TO ANY CLAIMS. THIS SECTION

(CONFIDENTIAL ARBITRATION) WILL SURVIVE THE TERMINATION OF THE RELATIONSHIP BETWEEN YOU AND COMPANY FOR ANY AND ALL DISPUTES YOU OR THE COMPANY HAS RELATING—IN ANY WAY—TO THE SERVICES OR YOUR RELATIONSHIP WITH THE COMPANY.

## **9. Links**

Our Website may contain links to other websites that we do not operate or control and for which we are not responsible ("Other Websites"). We provide these links for your reference and convenience and do not endorse the contents of Other Websites and accept no responsibility for them or for any loss or damages that may arise from your use of them. You should refer to the separate terms of use, privacy policies, and other rules posted on Other Websites before you use them. You acknowledge sole responsibility for and assume all risk arising from your use of Other Websites or resources. You agree not to create a link from any website, including any website controlled by you, to our Website.

## **10. User Content**

BEFORE ANY USE OF THE WEBSITE, PLEASE READ CAREFULLY THE TERMS OF OUR PRIVACY POLICY. OUR PRIVACY POLICY EXPLAINS HOW WE COLLECT AND USE CONTENT YOU PROVIDE ABOUT YOURSELF AND THE INFORMATION THAT MAY BE ASSOCIATED WITH YOU, AND EXPLAINS HOW WE MAY SHARE THIS CONTENT.

Our Website may contain reviews, or other forums in which you can post content. If you use said interactive areas on our Website, you are solely responsible for the information and other content, including without limitation, any reviews, text, images, links, or videos that you upload, transmit, or share with us or others on or through our Website (collectively, the "User Content"), and you represent and warrant that you are not transmitting or sharing User Content that you do not have permission to share. We do not guarantee any confidentiality with respect to the User Content and you understand that the User Content may be publicly displayed.

When you provide us with User Content, you own the content you create and share, and you also grant us a perpetual, transferable, irrevocable, sub-licensable, fully-paid, worldwide license to use, modify, reproduce, distribute, prepare derivative works of, publicly perform, and publicly display (in tangible form and electronically) all User Content or other content provided to us. We can use the User Content in any format, channel, platform, or region with the right to localize the content into other languages. If uploaded or submitted to us, you further give us permission and the right to use your name, image, likeness, or other personal attributes for the purposes described in these Terms.

You authorize us to make copies as we deem necessary in order to facilitate the storage and assimilation of the User Content on the websites. By providing us User

Content, you represent and warrant that the User Content you provide will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any intellectual property rights. You may remove your User Content from the website, but the license that you have granted will remain in effect. You understand that we do not control nor are we responsible for reviewing User Content. However, we reserve the right to review, edit, or delete any User Content or your account at any time. We are not in any way responsible or liable for such User Content or the messaging contained in User Content.

We bear no responsibility over User Content you may share with others over the Website, and do not accept responsibility for how those users may or may not interact with your User Content.

We do not control the User Content of other users of the Website. When we become aware of inappropriate User Content on our Website, we reserve the right to investigate and take appropriate action, but we do not have any obligation to monitor, nor do we take responsibility for, the User Content of other users of the Website.

## **11. General Provisions**

We may change the Website and these Terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these Terms. Your continued use of the Website constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the Terms. Unless otherwise specified herein, all changes to these Terms apply to all users, including those enrolled before the date the changes take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) and/or, if you are a registered user, by cancelling your account and your access to your account.

Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. You may not assign, delegate or transfer your rights or obligations under these Terms. We may assign our rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you, provided your rights under these Terms are not prejudiced.

If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. These Terms, together with the Privacy Policy and other agreements made a part of these Terms by reference, make up the entire agreement between us

relating to your use of our Website and replace any prior understandings or agreements (whether oral or written) regarding your use of our Website.

To the extent permitted by law, the laws of the State of Israel, without regard to its conflict of laws rules, will govern these Terms, as well as your and our observance of them. To the extent permitted by law, you agree that any disputes, claims and causes of action arising out of or connected with our Website and/or these Terms, will be resolved individually, without resort to any form of class action.

## **12. Your Feedback**

We encourage you to share your comments and questions with us, but we may not be able to respond to all of them. Please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas) and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future Company products or services. Also, please remember that you are responsible for whatever material you submit, including its reliability, originality, and copyright. Please do not reveal trade secrets or other confidential information in your messages. Any and all rights to materials submitted to us become the exclusive property of the Company. Furthermore, by submitting Feedback, you are granting us an irrevocable, perpetual, non-exclusive, transferable, fully-paid, worldwide license (with the right to freely sublicense) to use, copy, modify, publicly perform, publicly display, reformat, translate, syndicate, republish, excerpt (in whole or in part) and distribute Feedback we receive from you for any purpose, including business, commercial, marketing, advertising, or otherwise.

## **13. CONTACT US.**

If you have any questions, complaints and/or claims, please contact us at: [support@all-forward.com](mailto:support@all-forward.com) .