

Terms of Use

1. General:

- 1.1 Quester is an App that allows you to participate in a social Treasure Hunt interactive game (“**The App**”), own by Navigames LTD (“**The Company**”).
- 1.2 From time to time, the Company may change the App and its software, including, but not limited to, its design and the services are given therein and may rewrite these Terms of Service, at its sole discretion. We will notify you once we make any changes to these terms of use but please note that by keep using The App, you agree and accept the most recent version of the terms of use.
- 1.3 Please read these Terms of Use very carefully before any use. By accessing the App, you declare that you have read and understood the terms of service and agrees to everything written herein, that you are aware that your use is subject to your agreeing to all the Terms of Use in accordance with the provisions detailed above and below, and you will have no contention and/or claim and/or demand against the Company and/or anyone acting on its behalf in connection with the Terms of Service. If you do not agree to the Terms of Service, you must refrain from any access and/or use of the App.
- 1.4 For the sake of convenience, the provisions of the Terms of Service have been written in the masculine but are intended for both genders.

2. How to use the App

- 2.1 Using the app is free of charge for individuals only. If you are a company, non-profit organization, municipality or any other kind of organization, and you wish to use the App, please contact us at yishai.o@navigames.co.il
- 2.2 You declare that you are above the age of 16; that you are permitted by law to make use of the platform and its software; that you are a legal entity which is eligible to form a contractual connection under these Terms of Use; that your use has never been suspended or canceled by the Company.
- 2.3 Using the App is subject to other circumstances, rules, conditions, opening hours, etc with respect to the area you are during the game you must check before entering and be aware of dangerous places or unpermitted areas, you are not

allowed to enter. Please be aware and careful and make sure you learn and obey and respect those rules, in addition. Besides, we are doing our best to keep all the information in the App- relevant and updated as possible. However, some of this information might be not accurate or full.

- 2.4 You undertake not to upload any software and/or computer code and/or applications and/or viruses, etc. on the website.
- 2.5 You are not allowed to collect or use any data from our platform without our prior permission.
- 2.6 You undertake not to use the App to any other use that is not described in these terms of use.

3. Suspending or disabling your account

- 3.1 You declare that if you make use of the App which is not in accordance with the provisions of the Terms of Use and the law or if we believe that you might cause us a legal harm, we may, at our sole discretion and without notice, suspend your access without derogating from any other remedy available to it under the provisions of law and without raising any contention and/or claim from your side against the Company for this.

4. Copyright:

- 4.1 All intellectual property rights and copyrights and all the content and material found therein including, but not limited to, software, applications, computer code, technological tools, graphic design, texts, music, sound, trademarks and all other material included in the App , other than on websites connected by links, are owned by the Company and protected by copyright.
- 4.2 For the avoidance of doubt, it is hereby clarified that the permitted use of the App by you does not grant you any rights whatsoever in the platform or the material found therein and/or harm the intellectual property rights granted to the Company or third parties.
- 4.3 It is prohibited to copy, reproduce, distribute, broadcast, publish, show in public, change, deliver to a third party or make any other use, commercial or non commercial, of any part of the platform, or to take any action which could harm

the intellectual property of the Company or of third parties, except with the advance, written, explicit consent of the Company and/or the owner, as the case may be.

5. Liability

- 5.1 The App to you “as- is”. Therefore, we cannot guarantee that the App is in line with your requirements and that the App will be available at any time, accurate and accessible at all times or protected from hacking, illegal intrusion, damage, malfunction or failure, malfunction, virus-free, disruption or disturbance in the connection.
- 5.2 The App is not included all the information regarding the areas you are visiting. The information in the App might be not full or accurate. Using the App is not allowed in dangerous or unpermitted areas. Please make sure you are not entering those areas, and you learn and obey all the relevant rules, before entering any area. Please note that the App won't notify you once you do enter an unpermitted or dangerous area and won't inform you regarding the rules of any places you are visiting. Therefore, you have to check and learn all the necessary details regarding the places you are about to visit. Please note that you bear all the responsibilities for any results of entering those areas.
- 5.3 To the extent permitted by law, neither the Company nor anyone acting on its behalf will bear any responsibility in connection with any inaccuracy, incorrectness, imprecision, etc.
- 5.4 To the extent permitted by law, the Company nor anyone acting on its behalf, will not bear responsibility for damage and/or loss and/or deprivation caused to a user or his property or any other damage caused to a user in the App.
- 5.5 By using the App, you might also use independent third-party services such as Facebook and Google Analytics. The Company has no control over third-party services or contents. All use of third-party services is at your sole risk and the Company will bear no responsibility related to third-party.

- 5.6 If there are advertisements on the App, the Company will bear no responsibility for its content or actions taken in its framework. It should be clarified that these advertisements do not constitute encouragement or a recommendation to purchase. Reliance on the content of the advertisement or purchase or transaction with the advertiser will be done at the sole discretion of the user; the Company is not a party to the transaction, nor does it bear any responsibility in connection with it.

6. Support

- 6.1 The company is willing to give its users technical support but won't be under obligation to provide full support or maintenance at all times and the company, under its sole discretion might limit or cancel the support.

7. Confidentiality Policy:

- 7.1 The Company acts respectfully towards the users and respects their privacy. Here you can find the privacy policy and the manner in which the Company makes use of the information delivered to it by the user or the information it collects and processes.

8. Law and Jurisdiction:

- 8.1 Only the laws of the State of Israel will apply to the Terms of Service.
- 8.2 The sole jurisdiction in any matter and/or issue in connection with the Terms of Use will rest with the Tel Aviv-Jaffa District Court.

9. Contact us

For any questions or issues, you are welcome to contact us at: yishai.o@navigames.co.il.