

“D-GUIDE”

Terms and conditions of use

Version 8.2020

Updated recently : 12/08/2020

1. Terms and conditions of use below (hereinafter : " Terms of Use ") are an agreement legal binding between the company Tiran Ltd " from , P .C 513219535, tortures St Ten'na 275, Ora, Israel (hereinafter : " the Company "), and the purchase of service as defined below (Hereinafter : "the Customer ").

2. The Articles of Association regulate and determine the manner of use of the Company's services defined below .

3. Terms of the engagement between the company and the customer is that the customer read carefully the regulations , and approved , by means of pressing the " I agree to the terms of the regulations ," before the engagement comes into force , that the terms of the regulations and obligations of the client specified it , clear it completely , and he agrees to them .

4. You will not hear any claim regarding a misunderstanding of the regulations and / or a misunderstanding of how the service is used , after the approval of the regulations in the manner stated above .

6. Settings :

Company : "Tiran Ltd" P.C 513 219 535

Answer : Ten'na 275, Ora . Phone : +972526700703

Address e-mail " to : idad93@gmail.com

Address Site web : _____ (hereinafter : " Website Company ")

" Company website " - including applications .

" Customer " or " User ": The person who created a customer account and provided full details as specified in these regulations , including those who travel with him on the route .

" Track Digital " (above and below as well : " Track "):
Tour that is transferred to the customer digitally and
appearing app" Dguide" is Using services of software maps
of the company Google (google maps).

" Points of Interest in the Track " / " Points of Interest ":

Points that will be digitally marked on the route , at which a
customer will be advised to linger . Points of interest will be
pinned links to files audio and / or video , including
information about points of interest .

" Culinary points of interest ":

Locations of food business will be marked digitally on top
of the track , where the customer receives (subject to
purchase in advance) tasting from the menu of the
business .

" Business Points of Interest ":

The geographical location of Business that work with
tourism will be marked digitally on top of the track ,where
the customer receives (subject to purchase in advance)
items from the list of items displayed by the business and
designed for the company customers .

Car engines : as defined in Ordinance Insurance Car engines (Version NEW)
Regulations " to -1970.

" The provisions of the law " or " law ": the law of the State of Israel ,
including those any order and / or provision invalid otherwise , and any
law helped locally .

" Notice " - a written notice .

" Mobile Phone " / " Mobile Phone ": A smart phone whose number will be
recorded in the customer's account .

7. Interpretation

In any case of conflict between the provisions of the Articles of
Association and any publications on the Company's website , or by any
other means (hereinafter : " Publications "), the provisions of the Articles
of Association shall prevail .

Interpretation of the publications stated do but only in light of and subject to what is implied by the provisions of the rules .

The regulations were written in the Hebrew language . Translated policies to indemnify the other , interpretation of regulations will be , but only on according to the text in Hebrew .

Every place in the article that says " customer " , which accompanies him on a tour considers everything and interest as a customer , both in theory and in fact .

8. Confirmation of reading the regulations and customer consent to the terms :

Terms call the customer to receive service from the company , as set out in the regulations it , is that the customer confirms that read and understood and agrees to all provisions of these regulations it , and he gets on himself in full each undertaking commitments client specified.

The way the customer will confirm the terms and confirm that he read , understood and agrees to the terms of the regulations is by marking the notation " V" On the box " I read the terms of the regulations and agree to them and that I am over the age of 18 (or runs with the permission of an adult) " and / or any formulation similar to the screen " Create contact and delivery details " at the site of the company . marking and approval as aforesaid are signing clients every thing and interest .

If the client did not confirm that he agrees to the terms of rules , as said above , he will not accept any service from the company , and he will not be able to purchase a service (as defined in the regulations) from the company .

It is clarified and agreed that the company will not bear any responsibility towards the customer and / or towards any third party , as long as the customer has not acted exactly in accordance with the provisions of these regulations .

9. Correction and / or change of conditions

The company reserves itself the right to amend and / or change from time to time any condition from the terms , and / or any conditions even together , according to her consideration , and without the need to provide notice .

when something will change it will enter into effect immediately with the publication on the site , and the provisions of the regulations amended will require the client from the same moment. .

In the regulations appearing on the company's website, the relevant update date will be recorded .

10. **Company services**

The company provides the user all the services listed below (hereinafter : " shed a ").

Digital route suggestion service

The service is an offered digital route only . It is clarified that the digital track is Prepared by instructors who are not employees of the company , and the service given by the company is for marketing alone , and without any responsibility for the contents of the track .

The service is provided on the condition that the customer purchased the service , paid for the service in accordance with the tariff displayed next to each digital route offered on the website and / or in the application .

As part of the service, you can purchase (for an additional fee) in some of the digital routes , also vouchers that entitle you to a tasting at the stalls / restaurants that are on or near the route of the trip (" Culinary points of interest ")

Services are referred to as the articles it well : " Pay Service ".

The service can be only after purchasing the service actually on by the customer and be described in the regulations.

11. **The registration and establishment of a customer account on the company's website**

11.1 How to create a client account :

(1) Create an account customer (hereinafter also " Account User ") is done but only through the company and / or application " Dguide", In the manner in which the customer fills out an online registration form that includes the details listed below :

(2) As a condition for creating a customer account , the customer must provide the following details :

First name and last name(where the client will be a name of user), date of birth , number , identity / tax , passport , address e " to , multiple telephone cells through which will make use of the package service .

In addition, the customer must choose a password .

The Customer shall declare that he is at least 18 years old, and if not , that he operates with the permission of an adult .

The customer declares and confirms that the details provided by him when opening the user account , are correct , accurate and up to date . The customer must update in the user account any change that will apply in his details immediately at the time of the change . The update will be made by the customer on the site (On the " Update Info Customer ") and / or by application.

It is Clarified to the customer that delivery details that are not true will cancel any responsibility on the part of the company , taking place at providing service or any damage, and will cancel any contract is created between the company and the customer , and that beyond that it may be a violation of the laws of the State of Israel .

The user undertakes to indemnify the Company and / or the company owners on any damage caused to the company and / or side Tuesday any , as far as it will turn out that the information provided is incorrect and / or non- precision and if/ or did not inform the company regarding the change in information , immediately during the change

(3) After completing the user account creation phase , and for the purpose of ordering the service , the customer will be allowed to purchase service packages .

11.2 In addition to the customer's statements , and without derogating from them , the customer declares , confirms and undertakes as follows :

(1) Customer is responsible solely for maintaining the confidentiality of every detail of information provided by the company .

(2) The company does not have and will not have any responsibility for the use of the website and / or the application Dguide"" And / or package service on by causing some to whom will come information from the client about the details of the account and / or any detail of information to another when it comes to contracting with the Company and / or if the details of These came over to make some because of failure to save the client on the details of the information .

(3) Customer undertakes to create an immediate contact with the company and inform about any theft of data and / or the use of non-licensed under the account of the client and / or using the device phone mobile details of which were provided to the Company .

12. The company reserves itself the right , subject to consideration her sole , suspend and / or cancel and / or terminate and / or refuse to provide the service , and this without giving notice early , if the company assumed that the client gave details that are not correct and / Or not complete and / or accurate , and if there is reason to believe that the customer did not update his details as he undertook to do .

The company keep to herself the right to block immediately the continued use of the package of service and without any reimbursement and / or compensation , in the case where there is increased concern that the customer gave to others information received from the company as part of package of services , including details of the routes Digits received as part of package of service .

13. In the application under the " personal area " of the customer , the customer will be able to view and receive information about all his actions on the site and / or about the service package he purchased . The

information will include , among other things , the digital routes purchased as part of the service packages .

customers will be able to watch and receive a copy of all invoices /receipts issued to the customer by the company .

14. The customer is not entitled to transfer and / or assign the rights account after .

15. **Additional terms regarding how to use the service**

The service can be only for smartphones . In addition to this there is a necessity that smartphone will include a component / receptor GPS Proper and active , it was clarified to the customer that in some of the possibilities , it will be possible to use the camera as well , and in order to maximize the enjoyment of the service , the camera must be in good working order .

The customer approves any use of data that is given by him via smartphone.

Customer hereby authorized the company to access and perform actions on the smartphone , software / components listed below :

- Internet permission
- Location permission
- Use of information from the device
- Saving information on the device
- Using the camera

16. **How to pay for the service packages**

Payment in respect of the acquisition package of services will be made but only using the system PAYME. The purchase of the package is made in advance .

The company will issue a tax invoice and receipt legally , after receiving the full and actual payment from " PAYME".

Tax invoice and receipt will be Sent by mail to the customer at the time of enrollment .

After purchasing the service package , it will not be possible to cancel the agreement to receive the service package .

17. The service and how it is operated

(1) After purchasing the service package , and when the customer wants to activate the service , he must confirm and receive with the mobile phone with which he registered for the service , digital hiking routes according to his order .

(2) Adjacent to each track that is offered in any business there is details of which appear in points of interest ,it should be noted whether there are restrictions whatsoever regarding accessibility for disabled people , as well as whether a business providing services for food are kosher.

(3) After downloading the digital tour , the customer can navigate an independent , on the basis of route digital , and stop at the point of interest .

(4) The digital route will include points of interest along the route . As part of the digital route, information (digital) will be provided about the point of interest . In some points of interest will be sent to the customer (at the time of arrival at the point of the matter in question is marked on the top of the map) files audio and / or video , audio , text and Trivia Games.

(5) Purchasing Client Digital Tour , which at points of interest culinary and / or an interest in business (hereinafter : the point of interest "), each point of interest , and subject to hours of operation of a business specified point of interest , shall be eligible for the customer to receive , respectively , without extra charge , tasting from the menu relevant to the business and / or an item from a list of items to be displayed on by a business and designed to customers , and as detailed package of services .

(6) company has no responsibility , of any gender and type , for food and / or drink and / or goods to be delivered to the customer and / or any service that will be given to the customer by business listed at points of interest .

(7) To realize the full potential of the tours according to route digital , customers will follow the tour according to the hours indicated at the beginning of the tour .

Customer Responsibilities and Liabilities :

18. The service provided by the company as part of a package of service it acquired the customer , does not give the customer any right other than to get track digital use personally , but only via mobile phone number which is registered on by the customer when opening an account user .

19. The responsibility of the client to explore , basis on the digital tour the provisions of the law ,and on his responsibility to clarify the provisions of the law before starting the tour .

The actual tour is at the full and exclusive responsibility of the customer , it was clarified to the customer that he must drive carefully during the tour , avoiding any obstacle and hazard .It will not be the company's responsibility for any damage that may be caused to the customer during the tour .

20. The more the digital track will include also a proposal for driving which can be explore even by using a vehicle (from using car engines (including transport public) and via any means that is not a vehicle engines), the customer's responsibility for the use in the vehicle , and in any connection with any action Concerning and / or related to the use of the vehicle (including , but not limited to - parking).

22. The responsibility solely of the customer to test the digital track purchased by him, and make sure that the track entirely compatible with the capabilities of the client and for those how accompany him (and all this , but not only , can physically and / or accessibility of a disability) tour on a track digital suggested , and make sure that there is no restriction of movement (including , but not only , alerts security and / or closure of the streets and / or ways) on the face of the track . It should be clarified - the company will not ba responsiball for repayment of any and / or compensation of any , as far as it will turn out imposed limitations of an expected along the route (restrictions of movement and / or restrictions other).Clarified the customer that the company is not carried out and will test physically the tracks , and not the points of interest and / or points of interest in culinary and / or points of interest in the business , and does not apply it all warranties regarding the condition of the track (physical and / or

being An accessible for disabilities and / or any condition to another) and / or the information provided in which and / or the service and / or products provided for by daughter enterprise listed as points of interest .

23. Customers undertake to make use of any information received , but only to the needs of personal and private .

24. Customer undertakes not to make any use of commercial and / or other and / or move and / or copy and / or publish and / or disclose in any of the information in digital and / or data digital lines and / or any information else and / or data other receives from Society in every way . The customer undertakes not to pass on any such information to others , except those who tour with him .

25. It was made clear to the customer that the hiking trip built on by guides was long laboriously , and these tours and content given to the customer when purchasing package service , are the private property of the guide and / or the Company , and there is a prohibition for the client to make any use of the information he receives , except patrol along the track Proposed .

26. The customer who tours with others , will make sure that the provisions of these regulations are known to them , and that in fact when they join the tour , the provisions of the regulations apply to them and they confirm the customer obligations specified in it , as their own obligations .

27. Added client on a tour of minors , and without derogating from mandatory law began regarding the supervision of an adult on a minor , will be the customer responsible exclusively for the supervision of them , on safety and security .

28. Tours and any use of the information the client receives from the company , will be only under the supervision of fully close and direct the customer .

Failure providing credit in respect of the acquisition package service that was used :

29. The client did not use the service of a package he purchased and / or not toured track digital purchased , will not be given a refund of any .

Policy Privacy and transfer of information to third parties

30. It was made clear to the customer , and he agrees to this ,that the company may maintain databases of information to its every detail given by him , and any information obtained from and / or from the phone/ laptop his connection to use the service provided for by the company .

31. The information provided to the Company on by the client and / or any information that comes from it , will be not delivered to third party some ,but only if receive instruction lawfully

32. only according to the explicit consent request of the client , in writing , the company will give information to a third party noted in the request of the client . The information the company provides will be nothing but the information given by the client.

33. In addition to the contents , the client than Hereby that the company makes use of every detail of information given by him to the Company , in any way , to send the customer messages and / or publications and / or information , as it deems fit .

34. If the company merges operations with another organization and / or integrate operations with any organization , is to be permitted , subject to her consideration , give the same organization all information received to her by the client and / or from his cell phone , and so subject to that the same organization stated receives on itself the provisions of the policy privacy .

35. The Company may change , at any time it deems fit , its privacy policy . The new policy will be published on the company's website .

Customer statements

36. When registering the client declares and acknowledges that there is no legal impediment to cooperation with the company according to conditions rules it .

Company liability

37. The Company's liability is limited only to monetary damage that will be given only if it is proven that it was caused through negligence or due to a violation of this policy

38. The company's Responsibility will be only up to the amount of the cost of Pay service purchased by the customer, only as far as the costumer used the service as it is (and in accordance the provisions of the rules it) and he used the information obtained as part of package of service as described in the policy. The company will not bear any responsibility for other damage .

39. Customer confirms that he used the company's services , purchased a package , and that he undertakes to act according to the provisions of the rules it . It was made clear to the customer that the consent of the company to provide a package of services as stated , and its obligations to act just on according to the provisions of the law .

40. It was made clear to the customer that the service given by guides was prepared by instructors who are not employed by the company . The company is a marketer only . The company does not have any responsibility , of any kind and type ,for the content of the track and / or the quality and / or safety and / or accessibility .

general

41. The chapters in these Terms and Conditions are for convenience only , and will not be used for any interpretation .

42. Any delay on the part of the company in instituting proceedings and / or demanding that any right be exercised will not be considered a waiver .

43. The Company may transfer and / or assign , at any time , its rights and obligations to the Customer , to any third party , without giving any notice .

44. Authority exclusive to any matter relating to this policy given to the court competent in the province of Jerusalem and / or province Tel - Aviv.

Create contact

45. For any questions about the site and / or use it and / or use of the application and / or operation of the service will be given in the number +972526700703

46. Hour response are sunday - thursday , between the hours of 9:00-16: 00

friday - between the hours of 9:00-13:00

On Saturdays and holidays there is no telephone answering