

Terms of Use for NOWvigation Application

1. General

1.1. This application is owned and operated by Smart ID Software Solutions Ltd. (hereinafter "the Application" and "we"), whose electronic address is nowvigation@gmail.com for receiving inquiries relating to the Application.

1.2. The use of the Application and all related components is subject to the terms set forth below. Please read these terms carefully. If you do not agree to any of these terms, you are required not to use the Application. Your use of the Application shall therefore be deemed consent to these terms.

1.3. If you are not of legal age that allows you to commit and accept these terms, do not use this Application. If it becomes apparent to us that you are not of appropriate legal age as stated, we reserve the right to prevent you from using the Application or parts thereof.

1.4. For convenience, references within this Application are in masculine singular form, but they are intended for both women and men, singular and plural.

1.5. Deviation, even partial, from the terms of use of the Application may result in blocking or restriction of use of the Application or your account, including its cancellation by us. It is agreed between the parties that any breach of any of these terms of use constitutes a material breach of these terms.

1.6. If we are of the opinion that you have violated these terms of use, you undertake to remove the Application from your device at our request.

1.7. The privacy policy in the Application constitutes an integral part of these terms of use.

2. Nature of the Application

2.1. The Application allows its users to enjoy a mindfulness experience.

2.2. The Application does not constitute treatment of any kind. It does not purport to be a mental, physical, or medical solution to anything. If you suffer from mental health issues, you should consult with a professional before using the Application.

2.3. Not all activities related to the Application are suitable for every person; please exercise discretion when using the Application. Use of the Application is at your full responsibility.

2.4. It is not recommended to use the Application while driving or in any context requiring high concentration and attention.

2.5. The Application is permitted for persons aged 18 and above only. Use of the Application by anyone under age 18 is subject to approval from their legal guardian.

2.6. The Application can be downloaded from app stores that we have chosen to distribute the Application through.

2.7. Granting permission to use the Application is in exchange for payments made through your account in the app store. Therefore, to enjoy the Application you must continue to be a subscriber to this app store.

2.8. The agreements between you and the app store may also apply regarding use of the Application and payments therefor in addition to these terms of use. Violation of agreements with the app store according to the app store's discretion may prevent you from using the Application, and you undertake to honor these agreements.

2.9. For use of the Application you must at your account: equip yourself with a device that meets the minimum technical requirements of the Application and connect your device to the internet.

3. Account Opening

3.1. For use of the Application, you may be required to open an account within the Application, involving a username and password. Only a person over age 18 is authorized to open an account for the Application.

3.2. You must keep your username and password confidential.

3.3. You are obligated to notify us immediately if you suspect that someone is making unauthorized use through your account with us.

3.4. We will not be responsible for unauthorized use by third parties of your account and the consequences of such unauthorized use.

3.5. Without derogating from the generality of other terms, you undertake that you are 18 years of age or older and that the details you provide to us for opening the account are true, current, and accurate.

3.6. You are not authorized to allow another to use your account.

3.7. The Application may allow account opening through other platforms where you have an account, such as: Facebook and Google Plus. Even in this case you must ensure that the details and content such as: your photo, transferred from these platforms are correct and accurate; by using this option you grant us permission to use within the Application all such details and content in accordance with these terms of use, including their publication in the Application.

3.8. You may at any time notify of your request that your account be removed from the Application by us. However, account removal does not remove the application from your device or cancel charges from the app store - to remove the application and stop payments you must act in accordance with the terms and instructions in the app store.

3.9. Removal of your account may lead to loss of all information stored in your account.

4. Payments

4.1. Payments for permission to use the Application are paid to the app store in accordance with agreements between you and this store.

4.2. We are not responsible for collecting payments, and we do not provide credits or refunds of any kind to you, even if funds have been transferred to us from the app store.

4.3. It is clarified that, despite all the above, payment rates may change from time to time.

4.4. Non-use of the Application, partial use thereof including due to removal of the Application before the end of the billing period will not give you any cause for credit against us or against the app store.

5. Application Management and Use

5.1. We reserve the right to modify the Application, redesign it, add to or subtract from it, without your approval.

5.2. You undertake not to interfere with the operation of the Application in all its parts, not to create load on the Application systems, and not to perform any act that could harm others' use of the Application or its routine operation.

5.3. Use of the Application is intended for personal, private, reasonable and fair use. Public operation of the Application for a group of people is not permitted.

5.4. Use of the Application is conditional on your genuine interest in experiencing meditation. "Data fishing" or marketing, statistical or other research tests are prohibited through this Application.

5.5. You shall not do anything that constitutes circumvention of these terms of use or of technological mechanisms existing in the Application or to assist such, or that could harm or interfere with the operation of Application systems, its features, applications, and other characteristics existing in the Application. We shall be entitled to limit your use of the Application if we suspect such acts.

5.6. You shall not use any tool, software, system, algorithm, robot, method, automatic or other programmed means except the standard operating system of Android or Apple to access the Application. Content from the Application shall not be copied through these means and they shall not be used to penetrate the Application or its mechanisms, and no use or copying of code embedded therein shall be made.

5.7. You are not authorized to make any use of content appearing in the Application without explicit written permission from us.

5.8. Although we take various steps to protect information uploaded by you to the Application, we cannot guarantee that there will be no unauthorized penetration of such information, and you take all risks involved in uploading this information. Similarly, we do not guarantee that there will be no unauthorized penetration of Application systems or our other systems.

5.9. We may close the Application, sell it to other operators, change its purpose, make parts of the Application or all of it accessible to a more limited group.

5.10. We may condition access to parts of the Application or all of it on additional payments, or condition payment for use of features, services or means currently existing therein without payment or without additional payment.

5.11. We may discontinue human and/or automatic support provided by the Application in parts thereof, temporarily or permanently discontinue the existence of certain services, various functions or parts of the Application, and you acknowledge that you have no and will have no claim against us for this.

5.12. We may from time to time at our absolute discretion distribute updates to the Application, whose download by you from the app store is essential for full enjoyment of the Application.

6. Intellectual Property

6.1. All copyrights involved in the Application and what is contained therein including trademarks, video, music, images, graphic designs, Application layout, content arrangement, etc., belong to us or to others who have given us permission therein. You undertake not to modify, interfere with, copy, duplicate, reverse engineer, transfer, integrate, use for commercial purposes, broadcast, publicly display, process or distribute any part of the Application or content contained therein.

6.2. You are not authorized to create LINK connectivity to the Application from another application, or to perform any type of FRAMING or EMBEDDING in another application regarding content of this Application.

6.3. The Application name and logo associated therewith are our trademarks. You undertake not to make any use thereof without our explicit written permission.

6.4. In the Application you are granted a temporary, non-exclusive, non-transferable license, limited to downloading it to one device only and installing it on this device, all subject to these terms of use.

7. Sponsored Advertisements

You agree to be exposed to various sponsored advertisements that will appear in the Application including advertisements that will be attached to content/messages uploaded by you to the Application. These advertisements are solely the opinion of the advertisers and we are not responsible for their content or quality.

8. Liability and Indemnification

8.1. This Application in all its parts, features, applications, services and content, is as is and without any warranty. We do not guarantee regarding the Application and its parts: full availability, proper functioning or any functioning, absence of malfunctions or disruptions including deletion of information and crashes, efficiency, exposure scope, proper appearance in all browsers, screens or devices or any other effectiveness dimension or that the information therein is accurate or error-free. We do not guarantee that one can rely on what appears in the Application or its services. We reject any claim regarding fitness of the Application or its suitability for specific purposes. Use of the Application is at your sole responsibility. We will in any case not be responsible for: any consequential or indirect damage, losses and loss of information.

8.2. Although we employ security measures in the Application, we will not bear any responsibility for acts of hacking into the Application and taking content and data therefrom, or its disruption.

8.3. We, our employees, managers, directors and shareholders have no liability for direct or indirect or consequential or punitive damages arising from unauthorized use by anyone of the Application. The full risk arising from use of the Application including use of content contained therein or products or services advertised therein or offered through or because of it is yours alone, and we have no responsibility for this. Under no circumstances will we be responsible for any damage or expense or loss or inconvenience or loss of information or grief and suffering as a result of such use.

8.4. You shall indemnify us, our employees, managers, directors and shareholders for any claim or demand by a third party arising from your use of the Application or regarding any service or product advertised within it or for which a request for proposals was published within it or use thereof. We will make our best efforts to notify you promptly about any such claim or demand, and will allow you to defend against it. If you do not defend as required we may do so in your place and you will bear all our expenses in this regard as well as all consequences of the proceeding or settlement if we reach one in this context.

8.5. Your breach of these terms of use will entitle us to payment of compensation inter alia in accordance with damages, losses, expenses, trouble, harassment, mental anguish caused to us, to the public using the Application and to others.

9. Miscellaneous

8.6. Refraining from taking any step we are entitled to take will not constitute waiver or estoppel.

8.7. If any term of the terms of use of this Application is found to be invalid or unenforceable, then that term will be enforced to the extent permitted by law, and this shall not affect the validity and enforceability of the remaining terms of use of this Application.

8.8. We may from time to time change these terms; please check the terms continuously.

8.9. These terms shall be governed by the laws of the State of Israel, and exclusive jurisdiction to adjudicate the terms and everything related to your use and everything arising therefrom is vested in the courts of the Central District.

8.10. Any claim between the parties in connection with this Application shall be filed within one year from the date of occurrence of the cause of action.

8.11. You may not assign any right that arose to you against us in connection with the Application. We may assign our rights and obligations to others.

8.12. These terms exhaust the full agreements between us regarding use of the Application.