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Terms of Service

KIDS, IF YOU HAVE NOT REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION, YOU MUST HAVE A PARENT OR LEGAL GUARDIAN READ AND ACCEPT THESE TERMS OF SERVICE ON YOUR BEHALF AND TAKE FULL RESPONSIBILITY FOR COMPLIANCE WITH THESE TERMS OF SERVICE.

BY ACCESSING OUR WEBSITE, DOWNLOADING OUR APPLICATION OR CONTINUING TO USE THE SERVICE, YOU ACKNOWLEDGE THAT: (1) YOU ARE AT LEAST 18 YEARS OF AGE OR ANY OLDER LEGAL AGE REQUIRED TO FORM A CONTRACT IN YOUR JURISDICTION; (2) YOU HAVE THE RIGHT, AUTHORITY AND LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT; (3) YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS WITH RESPECT TO YOURSELF AND ANY MINOR CHILD AUTHORIZED BY YOU.

Contact us at yosi@yingele.com concerning anything you do not understand.

IF YOU OR YOUR PARENT/LEGAL GUARDIAN DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, PLEASE EXIT THE WEBSITE AND/OR APPLICATION NOW AND DO NOT ACCESS OR USE OUR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF SERVICE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF USE OF THIS SERVICE/DOWNLOADING THE APPLICATION INCLUDING VISITING OUR WEB SITE.

1. These Terms of Service govern your use of any websites, games, applications, features or services (collectively the "Service" or "Services") owned or controlled by Yinglele at yosi@yingele.com (collectively "We" or "Yinglele").

These Terms of Service together with the terms set out in the **Privacy Policy** (as may be amended from time to time) comprise a legal agreement between you and us and do not create any third party beneficiary rights.

We may modify these Terms of service including to reflect changes to the law or changes to our Services. Therefore, please check these Terms of Service regularly. We will post notice of modifications on this page. Any modifications or changes in this Terms of Service will be effective immediately, and will apply to disputes arising under the Terms of Service from the date of posting forward. Your continued use of the Service after a modification has been made to the Terms of Service constitutes your acceptance of such modification.

2. Privacy Policy

The collection, use and disclosure, if any, of information collected from you or a child authorized by you is detailed in our Privacy Policy, which is incorporated by reference and made a part of these Terms of Service, as detailed above.

3. Use of the Service

- a. You may not use the Service for commercial purposes or misuse the services including in any manner that is unlawful, or harms us or any other person or entity.
- b. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.
- c. Use of our Services does not give you ownership and/or any right in any intellectual Property rights in our Services or the content you access neither to any logos, graphics etc. .

4. License and restrictions on use of the license

- a. We are the owners or have a license to any and all rights, title and interest in the Services, content of the website and/or application which will be available and/or visible while using the application and/or the website. Except as specifically detailed hereunder, we reserve any and all rights to our above content which you might be authorized to use.
- b. By purchasing our application and downloading it, we give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software included in the application. This license is for the sole purpose of enabling you to use and enjoy the benefit of the application and the Services as provided by us, in the manner permitted by these terms.
- c. By use of the Service and/or the application and/or our web site, you acknowledge, agree and otherwise consent not to engage in, permit another person or entity to engage, or otherwise be related to or a part of the following restricted activities: (i) copy, modify, market, share, distribute, offer to sell or lease, sell, lease or otherwise make reproductions or copies of the application, website, Service or content in any way inconsistent with the rights of use provided by us herein; (ii) remove any applicable, relevant identification, copyright, trademark or other notices relating to our intellectual property or other property of us; (iii) attempt to access source or object code of the application, website or Service, by methods including reverse engineering or otherwise reducing it to a form readable without the use of a computer, except and unless any applicable statutes or laws specifically prohibit said restrictive language; (iv) amend, change, modify (including the creation of any derivative or other works) the Service; (v) create code, software or other program that incorporates any elements of the Service; (vi) attempt to hack into, compromise or otherwise access the object or source code of the Service for any purposes, personal or commercial; or (vii) interrupt or attempt to interrupt the operation of the Service in any way.

5. Purchase of Application

- a. To the extent that you purchased our application and downloaded it, you agree to the pricing, payment and billing policies applicable to such fees and charges as detailed on the purchase site.
- b. THE PURCHASE OF ANY OF OUR APPLICATIONS, IS FINAL AND SHALL UNDER NO CIRCUMSTANCES BE REFUNDABLE, TRANSFERABLE, OR EXCHANGEABLE INCLUDING, WITHOUT LIMITATION, UPON TERMINATION OF YOUR USE OF THE SERVICE FOR ANY REASON OR NO REASON, TERMINATION OF THIS AGREEMENT, AND/OR THE DISCONTINUATION OF THE SERVICE. HOWEVER, THE GRANT OF A LICENSE TO USE THE

APPLICATION UNDER THESE TERMS OF SERVICE AND SUBJECT TO THESE TERMS IS NOT IRREVOCABLE AS DETAILED HEREUNDER.

- c. You acknowledge that we may utilize certain third-party providers to collect or otherwise process any such fees and charges. Any additional, separate charges or obligations you directly incur with said third-party are your responsibility. We make no representation or warranty regarding any information, goods and/or services provided by any third parties. Unless otherwise indicated, all prices do not include any other costs and charges on your part including internet/wi-fi or other costs.

6. Third Party Websites and Information

The Service or our website may link you to other websites or otherwise include references to content, information, materials and/or services provided by other parties. These other websites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the website or party by us, or any warranty of any kind, either expressed or implied.

7. Disclaimer of Warranties; Limitation of Liability

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise or guarantee about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, NEITHER WE NOR OUR SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS" AND YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

WE DO NOT MAKE ANY COMMITMENT TO UPDATE OUR SERVICES. THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, UPGRADES OR DOWNGRADES OF THE OPERATING SYSTEMS THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF

THE WEBSITE AND SERVICE OR APPLICATION, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION .

YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY ACT OR FAILURE TO ACT REGARDING CONDUCT, COMMUNICATION OR CONTENT THROUGH THE SERVICE OR ANY RELATED PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO STOP USING THE SERVICE, AND TO DELETE ANY DOWNLOADED APPLICATION(S). IN NO CASE SHALL ANY LIABILITY OF US TO YOU EXCEED THE AMOUNT, IF ANY, THAT YOU PAID FOR THE APPLICABLE SERVICES GIVING RISE TO ANY SUCH LIABILITY. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE OR DATA, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE.

IN ALL CASES, WE AND OUR SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

8. Indemnification

You agree to defend, indemnify, and hold us and our affiliates harmless from all liabilities, claims, losses, costs and expenses, including attorney's fees, that arise from (a) your use of, or activities in connection with the Service, or those of any child authorized by you; (b) any violation of these Terms of Service by you or any child authorized by you; or (c) any allegation that any content that you or any child authorized by you make available via the Service infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. We reserve the right, at our expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

9. Service Termination, Suspension and Changes

We reserve the right to terminate, suspend, or change any service or feature of the Service at any time, for any reason or no reason, with or without notice to you. Additionally, we may terminate and/or suspend your use of the Service and/or Application for violation of these Terms of Service or violation of any law. In such cases, the license to use the Services and/or Application will terminate as well. Without limiting the foregoing, your access to the Service and/or application may be terminated without warning if we believe, in our sole discretion, that you are under the age of eighteen (18) years but that you do not have your parents' or guardian's permission to register for and/or access the Service. You agree that we shall not be liable for any loss or damage caused, directly or indirectly, by any such

termination, suspension, or change and you will have no further access to the service and shall have no right to any refund of any monies paid to us.

10. Survivability of Terms

The Terms of Service set forth herein continue to remain in full force and effect until such time as terminated by either party. You retain full discretion to end or terminate and discontinue use of the Service at any time, pursuant to the terms of this Terms of Service. The provisions of Sections 1- 8, 10, 11, 12 shall survive any termination of this Terms of Service.

If you do not comply with these terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

11. Assignment

We may assign these Terms of Service, in whole or in part, at any time including as part of a merger or sale or any similar action of our business and/or the Service and/or application or activities. Notwithstanding, you may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Service without our express prior written consent.

12. Governing Law and Jurisdiction

The Service (excluding any linked websites) and these Terms of Service are governed by the laws of the state of Israel, excluding its conflict of laws rules. You further consent to exclusive jurisdiction of the Israeli courts over all matters and causes of action relating and/or arising out of or relating to the Service, the application, the Terms of Service, our Privacy Policy and all related matters and consent to personal jurisdiction in those courts.

13. Notices

All notices to a party shall be in writing and shall be made either via email or regular mail. The parties agree that all correspondence relating to this Terms of Service shall be written in the English language. Notices to us must be sent to the above email address. Notices to you may be sent per our choice and discretion.

In addition, we may broadcast notices or messages through the Service to inform you of changes to the Service or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

You may contact us at yosi@yingele.com for any matters.

14. Entire Agreement

These Terms of Service constitute the entire agreement and understanding between us concerning the subject matter of the Terms of Service. These Terms of Service may not be altered, supplemented, or amended by the use of any other document(s), unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with the Service is in conflict or inconsistent with these Terms of Service, these Terms of Service shall take precedence.

15. Severability

If any part of these Terms of Service is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

16. Miscellaneous

Nothing contained in these Terms of Service is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by us with respect to such use. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.