

Term of use WeAreWay

Welcome to WeAreWay (WaW) - a system that helps a buyer to receive the package and also gives an opportunity to the traveler to earn money that is sent as a result. The rules of WaW are not complicated: the buyer should state what kind of parcel is needed, where and when the parcel should be taken by the traveler; the traveler should accept the offer, then buy and transfer the parcel. The WeAreWay Terms of Use ("Terms") govern the relationship between WEAREWAY.CO LTD. ("Company", "we") and Internet users who have accessed WeAreWay ("users", "you").

You may use WeAreWay in accordance with the provisions of the Terms and the Data Processing Policy. If you don't wish to be bound by the Terms, you should not access, subscribe to, or otherwise use WeAreWay.

1. What is WeAreWay

WeAreWay is an Internet portal available at weareway.com (including all domain levels) through the PC and mobile versions and also mobile application, that is a set of the Company's intellectual property objects and information (administrative and user content) contained in the information system ("WeAreWay").

WeAreWay is a database of various informational messages about goods generated into the user's order ("customers"), that users can buy or order from other users located in various countries of the world and traveling in various ways ("travelers") by using WeAreWay.

The company provides authorized users - customers with the technical ability to place information on WeAreWay in the form of orders and goods assigned to them. The Company provides all authorized users - travelers, with the technical ability to search and view WeAreWay products, in order to search for orders during flights provided for by the Terms. Automatical WeAreWay algorithms process requests to provide relevant information about orders and accessible flights and goods. The Company is not a participant, an organizer of the transaction, buyer, seller, employer, intermediary, agent, representative of any user, beneficiary or other interested person in relation to transactions between users. Users put to use the information placed on WeAreWay to enter into transactions at their own risk without direct or indirect participation or control of the Company.

2. Registration on WeAreWay

You can register on WeAreWay using your email address and Telegram account provided in the WeAreWay registration form. After registration, we will create your unique profile. There can only be one profile on WeAreWay at a time, linked to one email address and Telegram account. When registering, you can specify your phone number in the international format.

During the registration procedure, the login is created that can be used to log in to WeAreWay. By registering on WeAreWay and each time you log in to WeAreWay, you represent that you have all the rights necessary to enter into and comply with the Terms.

3. Log in WeAreWay profile

You can log in your WeAreWay profile (log in) either using the email address specified in your profile, or using the unique login specified during registration. ("login details"). In each case, you need to enter a password. You are solely responsible for any liability or damages resulting from your failure to maintain the confidentiality of your WeAreWay login details. You agree to immediately notify us if you suspect any breach of security by third parties unrelated to you/or not affiliated with you. All actions performed on WeAreWay by a person authorized using your login details will be considered as performed by you. You acknowledge this risk as inherent to the nature of using and accessing WeAreWay and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

4. Users' information

The information provided by you to the Company should be sufficient to identify you, up-to-date and must not violate the laws of the countries involved in the ordering or traveling process, their customs regulations and the rights of third parties. You are obliged to update the data in your WeAreWay profile as necessary. We may request documents or information from you to verify credentials or due diligence. If you do not provide the requested documents, we will have the right to restrict access to your profile. We cannot guarantee that all information provided by users to WeAreWay is correct. Be careful when making the orders and choosing the flights. In some cases, we may ask you to undergo due diligence or provide you with the opportunity to do so on your own initiative. Due diligence is necessary to fulfill the contract with you and to ensure the safety of WeAreWay users, as we strive to provide a service that makes it easier for users to trust each other and make transactions. Due diligence can be performed in two ways: Basic verification. Basic verification is performed by verifying your email address and Telegram Bot Extended Verification. Extended Verification gives you enhanced access to the site features and implies the provision of additional documents confirming your identity. Documents that are provided by the user for the purpose of due diligence - extending verification, may include a passport, driver's license, a video image of the user's face from several angles without recording voice or other sounds. The provision of documents by the user is intended to confirm the following facts: 1) the user profile was created by a real person for the legitimate use of WeAreWay, and was not registered using automatic means or previously belonged to another user, but was hacked to commit illegal acts; 2) the user is ready to provide additional information about himself, since he does not intend to commit illegal actions (deception of other users, illegal collection of contact information) and does not seek to avoid liability for them. A user's face video image may be requested in order to verify that the user is not using someone else's documents during the due diligence process, as well as to confirm the fact that the profile belongs to a real person and is not automatically registered. There may be different types of due diligence provided by WeAreWay, and the user may be asked to complete one or more due diligence options ("User Verification"). The fact that a user has successfully passed a due diligence checking procedure does not guarantee the accuracy and relevance of the information specified by the user in the orders, flights information or when adding goods to the order in the user's profile, it also cannot be considered to be a recommendation to other users to agree to transport the goods. Information about the fact of passing the due diligence ("User verified") is for reference only. If you fail while passing the due diligence checking, some certain features on WeAreWay may not be available to you, or access to your profile may be restricted. You can only pass due diligence using only one profile on WeAreWay. Due diligence is available only for adult users. We do not disclose to the third parties the publicly unavailable information about users, except as required by law (for example, at the request of some government agencies). However, we don't bear responsibility for third-party misconduct in relation to the information that you placed on WeAreWay. By registering on WeAreWay and each time you log in to WeAreWay, you agree to the transfer of your email address, phone number to our partners to confirm your trustworthiness as a WeAreWay user. Partners will not provide the Company you're your personal information constituting the communication secrecy. The confirmation of your trustworthiness is necessary for the Company to provide you with the technical ability to create a profile on WeAreWay, to place any kind of information and to protect the interests of other users, as well as to prevent and suppress violations of the law, the WeAreWay Terms of Use and the service agreement. We analyze the details of the user's activity on WeAreWay to improve the options of WeAreWay and to give you an opportunity for the assessment of the effectiveness of our services.

5. User content

User Content includes text and images that WeAreWay users place while creating orders, choosing products and (or) flights, in the WeAreWay service. The Company does not act as a distributor of user-generated content. You are the only owner of all the information that you place on WeAreWay. You solely create, modify and place the content in the public domain for an unlimited number of persons and also delete content (including personal data) without our participation or agreement, but considering the technical features of the platform. If you publish your personal data as a part of your public profile or order or flights details, so that the user can contact you or get the detailed information about your offer, you are responsible for disclosing your personal data to an indefinite number of people. The Company processes your personal data in order to fulfill the obligations between users - the WeAreWay Terms of Use. If you publish the third parties' personal data on WeAreWay or otherwise transfer them to the Company, you guarantee to us that all applicable requirements of the legislation on personal data are complied with, including, but not limited to, in terms of ensuring the security of storage of this data, the availability of the necessary consents of the subjects to such placement, transfer or access. You are solely responsible to ensure that User Content fully complies with the law, the WeAreWay Terms of Service, ad policies, profile requirements, and reviews. You guarantee that your content does not violate the intellectual property rights of third parties. WeAreWay does not pre-screen user-generated content. We take actions in relation to the content based on requests from authorized persons in the way prescribed by the law. The information is placed on WeAreWay by the users for the purpose to establish a contact with a potential buyer who is interested in closing a deal in relation to the item stated in the ad. It is forbidden to place deliberately false information in reviews, leave any reviews for sellers on WeAreWay if you are not interested in concluding a deal according to the ad, it is also unacceptable to "cheat" reviews, including leaving reviews for a fee that helps to improve the seller's rating. Collection, copying, usage and any other actions in relation to the user content for purposes not provided for in the Terms are prohibited. You delegate the Company the right to use your content and the intellectual property included in it under a non-exclusive license: perpetually, without compensation, in any way, for using around the world, with or without the name of the author. We may use your content to enforce the Terms, improve WeAreWay, for promotional and educational purposes, for commercial and non-commercial projects.

6. User communication on WeAreWay – User chat

The authorized Users may use WeAreWay User Chat messages ("User Chat") to discuss delivery terms for items listed on orders with travelers. It is forbidden to use messages and calls for any other purposes, including transferring communication between users to other instant messengers or other communication channels by sending links to other sites, resources and services on the Internet. In some order or flight statuses, we cannot protect your actual phone number and to cover it up from your partner. We may record, analyze and store WeAreWay Chat messages. Messages and other methods of information exchange used on the portal are not personal. We may selectively review communications and listen to call recordings and review the content you exchange to enforce the WeAreWay Terms of Service and make WeAreWay better.

7. WeAreWay user rating

We pay great attention to the formation of trusting relationships between partners in our system. For this purpose, we have introduced a system of Partner Rating. Holders of the maximum rating will receive special bonuses from the organizers for their honesty, openness and diligence.

There are two kinds of rating:

- 1. «Traveler rating»**
- 2. «Customer rating»**

Each type of rating is a unique complex characteristic of each user. The calculation of the rating is the prerogative of WeAreWay, the methodology may not be disclosed to users and can be changed without the users' consent.

The number of bonuses provided on the basis of the rating by WeAreWay can be changed unilaterally, as well as the methodology of calculation.

By leaving reviews for customer orders or travelers voyages ("user ratings"), you express your subjective opinion and give an assessment to your communication or transaction details with another user. WeAreWay reserves the right either to take user ratings into account or not when calculating ratings.

8. WeAreWay communication with users

We may send you:

- system alerts that you cannot unsubscribe from: e.g., to confirm your registration, inform you of profile restrictions, orders, flights, or attachments;

- service alerts related to your activities on WeAreWay: for example, to receive a message from another user, personal selections of orders, flights or products of interest;

- Marketing and informational alerts: tips and instructions from WeAreWay, invitations to participate in research, promotions and news from WeAreWay partners.

We may send you messages in Chat, in the Telegram bot, to the email address or phone number listed in your profile, to your device as push notifications, and in messages on WeAreWay. In some cases, we may also contact you by phone (for example, for feedback and service improvements).

You can manage service alerts, informational alerts and marketing alerts in your profile settings. Settings may vary depending on your device.

9. Store of unclaimed goods

In case the customer has refused to receive the goods, the goods, at the request of the traveler, go to the "Shop of unaccepted goods" and can be sold to other users of the site.

The sales process is curated by WeAreWay and does not fall under commercial activity, the process is organised to help the customer to find a product that is available from the supplier. WeAreWay has the right to change the rules of interaction between the Unclaimed Items Store and users by notifying users.

10. Deleting a profile

You have the right to delete your WeAreWay profile at any time by contacting WeAreWay support. Your profile will be deleted upon termination of the offer, if you entered into it. We will delete your WeAreWay profile if you have never used it within three years.

For 30 days after your profile has been deleted, you will not be able to use the email address you used in your deleted profile for a new registration.

11. Protection of intellectual rights

Exclusive rights to the software required to use WeAreWay, databases, graphical interface (design) and other elements of the WeAreWay website, company name, trademarks/logos and other distinctive marks of the Company, including those used as part of the domain name weareway.com, belong to WEAREWAY.CO LTD.

The verbal designation "WeAreWay" or "WaW" is protected as a trademark owned by WEAREWAY.CO LTD. (the right holder) and is used by the Company on the basis of a license agreement with the right holder.

The databases include both ads that are publicly available on WeAreWay and ads that are not available for users to view at a particular time. As the manufacturer of the databases, the Company incurs substantial financial, material, organizational and other costs to create them.

We may automatically apply WeAreWay and our partners' logos/watermarks to photos you upload in order to protect materials in our databases from unauthorized copying.

12. License to use databases and programs

We grant users a non-exclusive license to use databases and computer programs necessary to use WeAreWay for the purposes set forth in the Terms. There is no license fee.

The license is granted as soon as you access WeAreWay and remains in effect as long as you use WeAreWay. Searching and viewing listings is available to all users regardless of registration or authorization. In order to access other WeAreWay functionality, you must be logged in.

Without the consent of the Company it is forbidden to use technical means for interaction with the service in circumvention of the usual procedure of using databases and computer programs. In particular, it is prohibited to use automated scripts to collect information on WeAreWay, as well as for automatic registration of profiles.

It is forbidden to use databases and computer programs for purposes not stipulated by the Terms without the Company's consent. This means that it is forbidden to extract materials from databases and/or make further use of them in any form and in any way, regardless of their scope and agreement with third parties, if it is not directly related to the conclusion of a transaction in respect of goods in the ad. For example, it is forbidden to use materials from WeAreWay databases to populate third-party databases. It is also prohibited to use phone numbers from WeAreWay databases to call WeAreWay users with offers of services or products. Such actions violate not only the exclusive right of the Company, but also the intellectual rights of users, and constitute the processing of personal data of WeAreWay users without their consent.

13. User obligations

By using WeAreWay and interacting with the Company, you are obliged to:

- strictly comply with all legal requirements;
- strictly comply with the customs regulations of the countries of purchase and shipment;
- comply with the WeAreWay Terms of Use, posting rules, profile and review requirements, and other WeAreWay rules and Company guidelines;
- do not write or call WeAreWay users unless you are a potential customer or traveler and are interested in making a deal, and do not spam users;
- do not use automated means to copy information on WeAreWay, including user-generated content;
- not use profanity, images or language that incites violence, hatred or disrespect, contain threats or insults, justify illegal actions, or are inconsistent with morality or business practices;
- not use WeAreWay or the information posted on WeAreWay for any purpose not covered by the Terms;
- not download or use any malicious software on WeAreWay;
- not take any action that may interfere with the normal operation of WeAreWay.

14. Violations and Consequences

We strive to make WeAreWay a convenient and secure tool, so we reserve the right to conduct random verification of users' compliance with the WeAreWay Terms of Use at any time and at our discretion. We may use automated methods to do so.

We have the right to take action if we detect violations or acts of preparation to violate the law, third party rights or WeAreWay Terms and Conditions using your profile or your technical means: to restrict access to your profile or any WeAreWay functionality, to limit the display of your content in search results, to hide the display of ads on the map, to reject or block your content, to restrict access to WeAreWay from certain IP addresses and phone numbers.

We may restrict access to a profile if other users have complained about it, if you send spam, if you repeatedly or severely violate WeAreWay's Terms and Conditions (including placing orders or displaying false prices), if you hack your profile, if you fail to provide documents or information requested by us, if you post false reviews, if you liquidate as an entity, or if we notice behavior on WeAreWay that suggests fraud, intrusion, or other unethical behavior.

In exceptional cases, if the WeAreWay user has fully remedied the infractions he or she has committed, we may restore access to the profile in order to maintain WeAreWay user loyalty.

We are not liable for any damages that may be incurred by users in connection with taking steps to prevent and stop violations on WeAreWay. We recommend that you keep a backup copy of your content on your device.

You may be held administratively, criminally, or civilly liable for violations of law or the rights of third parties when using WeAreWay.

15. Closing Provisions

The provisions of Sections 2, 3, 6 - 8 of the Terms apply to users registered on WeAreWay. All other provisions apply to all WeAreWay users regardless of registration and authorization. Any form of interaction with WeAreWay (including viewing information) confirms your agreement to the Terms. The Company's obligations to provide access to WeAreWay functionality are reciprocal to your obligations to comply with the Terms. When there is no charge for using WeAreWay, consumer protection laws do not apply to the relationship between the Company and users. The provision of certain WeAreWay functionality may be subject to special terms and conditions.

WeAreWay functionality may be changed, supplemented or discontinued at any time without prior notice to users. Use of WeAreWay is offered on an "as is" basis, that is, as and to the extent that Company provides WeAreWay functionality at the time it is accessed. We are not responsible for temporary interruptions and disruptions to WeAreWay and the resulting loss of information. We shall not be liable for any consequential, incidental, unintentional damages, including loss of profits or lost data, damage to honor, dignity or business reputation caused by use of WeAreWay. WeAreWay is intended for users all over the world, but some functionality may be limited or unavailable for users in certain states.

WeAreWay may contain links to third-party websites. We have no control over and are not responsible for the availability, content and legality of such third-party sites.

The laws of Israel shall apply to the resolution of all disputes between the Company and users. All disputes shall be submitted to the court in accordance with the territorial jurisdiction at the location of the Company (Israel), unless otherwise provided by law.

We update the WeAreWay Terms of Use as necessary. We recommend that you periodically visit the page on which they are posted: <https://weareway.com/terms/use/>.

By continuing to use WeAreWay after changes to the Terms and Conditions, you agree to be bound by the changes.

If you still have questions about the WeAreWay Terms of Use, you can search for answers in the Help or contact our support staff.

You can also send us a written complaint to the address below.

We will consider it and give you the answer in time, according to the current legislation.

Regards, WEAREWAY.CO LTD.