

February, 2021

**REELVIEW**  
**END USER TERMS OF SERVICE**

These Terms of Service are made between Rivulis Plastro Ltd. (“**us**”, “**we**”, “**Rivulis**” or the “**Company**”) and you (“**you**”, “**your**” or “**User(s)**”), a user of the services, or, if you represent an entity or other organization, then both you and such entity or organization shall be bound by these Terms.

Under this ReelView program, the Company provides together with its affiliates, crop monitoring related services as well technical recommendations, marketing offering, products information and any other complementary services thereof (the “**Service(s)**”).

The use of the Services and its underlying platform, software and technology, including without limitation, websites and applications (collectively the “**Platform**”), is subject to: (i) these Terms of Service; (ii) the Service’s Privacy Policy; and (iii) the terms and conditions of third parties who provide parts of the Services as shall be included by the Company in the Platform, all as amended from time to time (collectively the “**Terms**”). *All terms used and not defined herein shall have the meaning ascribed to them in the Service Privacy Policy, found at: <http://portal.rivulis.com/>.*

By using the Platform and/or any part of the Services you agree to:

1. **TO BE BOUND BY THE TERMS.** We may amend the Terms from time to time by written notice sent via the Services, the Platform or posted on our website. You hereby undertake to check this page from time to time for any changes. Your continued use of our Services will constitute acknowledgement and consent to any amendments made within these Terms. These Terms shall constitute a legally binding agreement between the Company and you and shall govern your use of the Services.
2. Receive marketing materials from the Company or its affiliates, as further specified in the Service Privacy Policy. Your access to, and use of, the Services may also be subject to the specific terms of any order, form or agreement executed between the Company and you with respect to your access to and use of the Services, which shall apply in addition to these Terms.
3. The Services are limited to registered users for which an active account had been set up in the Platform (“**Registered Users**” and “**Account**”, respectively).

During the registration process and set up of the Account, you may be required to provide us with certain contact information, description of the property with respect to which you wish to use the Services and/or with other information. The Service depends on the information you provide us, therefore it is important that you provide us with truthful and accurate information and that you will update such information promptly upon any change. By providing the information you grant the Company and our third party service providers and licensors an unlimited and perpetual right and license to use the information in connection with the Services and as further set forth in the Privacy Policy.

By registering, accessing or using the Service, you represent that (i) you are at least 18. If you are under 18, then you may not use or access the Service under any circumstances; (ii) the Service shall be used and accessed by you solely with respect to agricultural fields

either owned by you or lawfully leased by you (“**Your Property**”); (iii) the Service shall be used and accessed by you for lawful purposes solely and in accordance with these Terms and any other agreement between the Company and you with respect thereto.

The right to use the Services is only granted to Rivulis and Eurodrip customers.

4. You are solely responsible for your Account activity. We recommend that you always log-off from the Services when leaving your device unattended and not to share your Account details with any third party. The Service is personal and may only be used for your own benefit.
5. The Services are rendered to you free of charge. The Company reserves its right to apply fees on the Services or any part thereof, at any time, by placing a prior notification on the website and/or the Platform. In the event we will apply fees on the Services or any part thereof, we reserve the right to disconnect you from the Services or any part thereof in case of non-payment of such fees by you.
6. You are free to stop using and/or terminate your Account, at any time.
7. Registered Users are granted with a personal, limited, non-exclusive, non-transferable and non assignable right to access and use the Platform, subject to their full compliance with these Terms and any other agreement with the Company.
8. The Services may provide you with access to certain data, information, and other content, which may include or be based on data, information or content from third party providers (the “**Content**”), and as between the Company and you, all such content is owned by the Company and its third party service providers and licensors.
9. You may only access and use the Content as indicated and permitted through the Services, solely for your own internal business purposes in connection with your use of the Services, with respect to Your Property only, and subject to these Terms.

You will not, and will not permit anyone else, to: (a) alter, modify, reproduce, or create derivative works of the Services, their content and the Platform; (b) distribute, sell, resell, lend, loan, lease, license (or share your access rights to the Services), sublicense, transfer, copy, reproduce, reverse engineer any part of the Services and/or the content made available through the Services and the Platform, unless expressly permitted in a written agreement executed between the Company and you; (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with the Service and their content; (d) cause or aid in the cause of the destruction, manipulation, removal, disabling, or impairment of any portion of the Services and Platform, not to interfere with or disrupt the Services and Platform, not to hack, spam or phish us or other users, the Services and Platform; (e) post or place content on or via the Platform that encourages or may be considered as violence, abuse, harassment and/or hateful; (f) use the Platform or the Services in a manner intended to suppress information or engage in behavior that the disrupts users’ experience on the Platform; (g) impersonate others, misleading, confusing, or deceiving others; and (h) use the Platform to promote your or other third parties’ services and products, without the Company’s prior written consent.

You agree to act within the bounds of common decency when using our Services and to comply with all applicable laws and regulation.

You may not use the Service for any illegal purpose, or in violation of any applicable law, and/or regulation, including, without limitation, laws governing anti-trust, unfair competition, anti-bribery, intellectual property and other proprietary rights, data protection and privacy. Without derogating from the above, you shall not and shall not allow anyone else to download, copy, print, save or distribute by any other mean, any picture, image, screenshot available on the Platform, without obtaining the Company's prior written consent.

10. Without limitation of any other right we may have under any agreement or applicable law, we reserve the right to immediately disconnect your Account and/or otherwise prevent you from using the Services and the Platform, in case we suspect you are not complying with the terms and conditions of the Terms, including without limitation the terms and conditions set forth in Section 9 herein.
11. We reserve the right, at any time, to modify the Platform, Services, type of Content available through the Services at any time, as we deem fit. We do not guarantee that any feature or content currently made available through the Services shall remain available without change and we do not assume any obligation to back up or store content previously or currently made available to you through the Services. Accordingly, it is your responsibility alone to maintain adequate back-up of any of content obtained, used or created by you in connection with the Services, according to your needs. In any event, we shall bear no responsibility or liability for any deletion, correction, destruction, damage, loss or failure to store or back-up any content.
12. The Services, Platform, Company websites, Content, and all trademarks, trade names and logos appearing therein, whether registered or not, and whether include or derivate from information provided by you or other users or not, and all intellectual property rights thereto (including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights) (collectively, the "**IP Rights**") are property of the Company and its licensors. As between the Company and you, the Company retains all right, title and interest to the IP Rights including without limitation, any additions, improvements, updates, and modifications thereto (by whomever suggested) and any such rights shall subsist with the Company. You acknowledge that you are not receiving any ownership interest in or to any of the foregoing, and no right or license is granted to you, apart from the right to access the Platform according to these Terms.
13. The Company shall use commercially reasonable efforts to maintain and verify that the Services achieve maximum availability, excluding any downtime as a result of (i) periods of scheduled or emergency maintenance activities, scheduled backups or scheduled outage (ii) unscheduled maintenance; and/or (iii) any corrective action taken by the Company when resolving errors as set forth below.
14. Company's support team shall provide support via *reelview@rivulis.com*, during regular business hours. Errors should be reported to *reelview@rivulis.com* with sufficient details, and screen shot demonstrating the error.
15. The Company will not be responsible for any error and/or failure of the Services and/or Platform, which: (i) are outside of Company's reasonable control, such as any force

majeure event or internet availability; (ii) result from any actions or inactions of user or any third party, or from the equipment, software or other technology of the user or any third party; and/or (iii) result from lack of availability or untimely response time of a user. By way of illustration and not of limitation, the Company shall not be responsible for: (a) any problem resulting from the unauthorized, misuse or improper use of the Services and/or Platform or use of the Services and/or Platform in violation of these Terms; (b) problems caused by modifications or alterations to the Service and/or Platform not made or authorized by Company; (c) any problem resulting from the combination of the Service and/or Platform with other programming or equipment to the extent such combination has not been approved or recommended by Company; and/or (d) any issues arising from user's failure to implement the applicable error correction or enhancement provided by the Company.

16. **WARRANTIES AND DISCLAIMER.** To the maximum extent permitted by law, the Services, Platform, and the Content are provided to you strictly on an "as is" and "as available" basis.
17. Without derogating from the generality of the aforementioned, the Services and the Content are based, among others, on speculative and/or forward looking data such as satellite services, forecasts and statistical information. Accordingly the Services content and recommendations are subject to uncertainty, risks and changes in circumstances that are difficult to predict and many of which are outside of our control, accordingly the entire risk arising out of the use or performance of the Platform, Services and Content, remains with you.
18. We will not be liable for any errors or omissions in the Platform or Services.
19. Any recommendation included as part of the Services does not constitute legal, professional or commercial advice. While every care has been taken to ensure that the content is useful and accurate, we give no guarantees, undertakings or warranties in this regard, and we do not accept any legal liability or responsibility for the Content or the accuracy of the information so provided, or, for any loss or damage caused arising directly or indirectly in connection with reliance on the use of such information. Any errors or omissions brought to our attention will be corrected as soon as possible.
20. Rivulis will not be liable for any products or services provided by third parties, even if such products or services were published through the Platform or recommended by us through the Platform.

The Company and its affiliates, licensors and service providers do not make any warranty, express or implied, including warranties of merchantability and fitness for a particular purpose, nor does it assume any legal liability or responsibility for the accuracy, completeness, or usefulness of the Content, the Platform, the Services and any information provided hereunder, including, without limitation, any warranties of fitness for a particular purpose, accuracy, merchantability, title or non-infringement.

21. **Neither the Company nor its affiliates, licensors and service providers make any representations or warranties that reliance on the Services and/or the Content will yield certain results (including by increasing crop).**

22. No oral or written information, advice or recommendation, given by the Company, its affiliates, their respective employees, distributors, dealers, agents or affiliates, including through the Service or otherwise through Platform, will create any warranties or representations other than expressly set forth in these Terms.
23. In no event will the Company and its affiliates, licensors and service providers and each of their respective owners, shareholders, principals, officers, directors, employees, agents, attorneys, subsidiaries, predecessors, successors and assigns (the “**released parties**”), be liable for any indirect, incidental, special, exemplary or consequential damages, however caused, under any theory of liability, whether in contract, strict liability or tort (including negligence or otherwise), arising in any way in connection with or out of the use of, or failure to use, the Platform, Service and/or the Content, whether directly or on behalf of any user or other third party, even if the Released Parties have been advised of the possibility of such damages, including, without limitation, any loss of data, opportunity, revenues or profits, business interruption, or procurement of substitute goods or service, damage caused to your property and any corps therein.
24. The total cumulative liability of the Released Parties in connection with these terms, and/or use (or inability to use) the Platform, Services and/or Content whether in contract or tort or otherwise, will not exceed the fees paid by you to the Company for the service for the 3 months’ period preceding any such initial occurrence of liability (or, if no such fees have been paid, \$1).

You agree that the aforementioned reflect the reasonable allocation of risk and acknowledge that the Company would not enter into this Agreement without these limitations on its liability.

25. In jurisdictions where limitation of liability for consequential or incidental damages is not permitted, Company’s liability is limited to the maximum extent permitted by law.
26. You agree that you are releasing each of the Released Parties from any liability that the Released Parties may otherwise have to you or anyone on your behalf, in relation to or arising from our Services, the Platform and the Content, for reasons including, but not limited to, failure of our Service and/or Platform, errors, mistakes, interruption or cessation of transmission to or from our service, any bugs, viruses, Trojan horses, or the like, inaccuracies of content, negligence, any damages resulting from irrigation recommendations made by the Released Parties through the Service or otherwise, crop loss, loss of business, damage to property, or any other damage.
27. For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT OR WAIVER REGARDING RELEASE THEN SUCH STATEMENT OR WAIVER, AS APPLICABLE, ARE DEEMED INCORPORATED HEREIN BY REFERENCE.

28. **Indemnity.** You hereby agree to defend, indemnify and hold the Released Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and

expenses (including but not limited to attorney's fees) arising from: (i) your use, or failure to use, of and access to the Platform, Services and content provided there through, or reliance thereupon; (ii) your violation of any term of these Terms and/or applicable law; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that any of your content caused damage to a third party. This defense and indemnification obligation will survive the termination of your use of the Service. You also agree that you have a duty to defend the Released Parties against such claims and the Released Parties may require you to pay for an attorney(s) of their choice in such cases.

29. **Linked Sites.** The Platform may contain links to third-party sites that are not under the control of the Company and its affiliates, and the Company is not responsible for any content on any linked site. A link to a third party's website does not mean that the Company endorses it or that the Company is affiliated with it. We do not exercise control over third-party websites. If you access a third-party site from the Platform and Services, you do so at your own risk, and you should always read the terms of use and privacy policy of a third-party website before using it. We shall not be responsible for any damages or loss related to the use of any contents, goods or service available on or through any third-party website.
30. **Data Privacy.** You expressly consent to the Service Privacy Policy as in effect from time to time. Notwithstanding anything in the Service Privacy Policy, the Company and its affiliates, service providers and licensors will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from your access to the Platform and your use and operation of the Service. To the extent any such data or information is collected or generated by the Company, the data and information will be solely owned by the Company and may be used by the Company and its affiliates, service providers and licensors for any lawful business purpose without a duty of accounting to you, provided that the data is used without directly identifying you.
31. **Governing Law and Disputes.** The interpretation of the rights and obligations of the parties under these Terms and in connection with the Platform and the Services (and content), including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of Israel and shall be submitted to the exclusive jurisdiction of the courts of Tel-Aviv, Israel.
32. **Severability.** In the event that a provision of these Terms is found to be unlawful, conflicting with another provision, or otherwise unenforceable, these Terms will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of these Terms are deemed to conflict with each other's operation, Company shall have the sole right to elect which provision remains in force.
33. **Non-Waiver.** We reserve all rights permitted to us under these Terms as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of these Terms or the any applicable law should not be construed as our

waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

34. **Term, Termination and Cancellation.** The Services will be provided for the period of the agricultural season, as determine by Rivulis and as will be specified by us in the Platform. In order to continue the use of the Services for the next season, you will be required to reactivate your account in the Platform. In addition, we may at our discretion restrict, limit, suspend, revoke or terminate your right to access the Services or your Account or any other provision of Service to you, if we believe that you have breached these Terms and/or applicable law, or failed to timely pay any fees due with respect to the Service, by written notice to you. Termination may result in the immediate deletion of any content that you have submitted under the Service. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
35. **Assignment.** You may not assign your rights and/or obligations under these Terms to any other party without our prior written consent. We may assign our rights and/or obligations under Terms to any other party at our discretion.
36. **Amendments.** We may amend these Terms from time to time. When we amend these Terms, we will indicate the date that it was last modified on. You may refuse to agree to the amendments, but if you do, you must immediately cease from using our Service and Platform.

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