

## TERMS AND CONDITIONS

### 1. PREAMBLE

These Terms and Conditions (the “**Terms**”), together with any executed services order form in the form provided by C-Crop (a “**Services Order Form**”), constitute the entire agreement between you and C-Crop Ltd. (“**C-Crop**” or “**us**”, “**our**”, “**we**”, as applicable), in relation to and governing your access and use of the C-Crop proprietary software C-Grape and all documentation and ancillary services thereto (the “**Software**”), through our website at <https://c-crop.co.il> and/or through our mobile phone application C-Grape (the “**Website**” and the “**App**”, respectively, and collectively, the “**Platform**”).

C-Crop offers the Platform, including all information, tools and services available from the Website and/or the App, for the purpose of enabling you to photograph/capture video clips of plants, trees, fruit and crops in order to analyze their projected growth, health and yields either on singular photographed plants and/or plots on a selected field/area.

Additionally, the Website and the App may provide you with information regarding, *inter-alia*, C-Crop's products and services, concept, company overview, and any other content related thereto, such as contact information, videos, photos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications, materials, designs, data, the "look and feel" of the Website and/or the App, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Website and/or the App.

By accessing and using the Platform, you declare that you have read, understood, and unconditionally consent to both these Terms and our Privacy Policy (as amended from time to time), which is available at: <https://app.c-crop.co.il/PrivacyPolicy.pdf> (the “**Privacy Policy**”).

If you do not agree to any of these Terms, please do not browse or send us any personal information through the Website and/or the App or make use of our products or services through the Website and/or the App.

By accessing, using and/or contacting us through the Website or the App, you hereby declare and confirm that:

- a. You are at least 18 years old and you have the right, authority and capacity to enter into these Terms and to abide by all of the terms and conditions set forth herein.
- b. You have read, understood and agree to these Terms and the Privacy Policy.

C-Crop reserves the right to change, modify or update the Terms, the Privacy Policy and the content of the Website and/or the App at any time without prior notice, including updates that modify or remove previously available functionality.

### 2. THE SERVICES; GRANT OF LICENSE

Subject to these Terms and to execution of a Services Order Form, during the Term (as defined below), C-Crop shall provide you with the following services: (i) the grant of a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable (subject to the terms hereof) license to access and use the Software through the Website and/or the App.

The amount of data (including video) that you will be allowed to collect and upload through and to our Platform is limited per geographic area. The applicable limits will be published on our Website.

Nothing herein shall be deemed to prevent or restrict C-Crop's ability to provide the same or similar services to any other third party.

### 3. RESTRICTIONS

You agree to make use and interact with the Platform only as permitted under these Terms and not to make any illegal or prohibited use of our Platform, as prescribed under applicable law.

Without limitation, you will not, and will not permit any third party to:

- c. Impersonate another user or otherwise misrepresent yourself in any manner;
- d. Defame, abuse, stalk or threaten any person through use of the Platform;
- e. Circumvent, disable, or otherwise interfere with security-related features that prevent or restrict use or copying of any content;
- f. Use any robot, spider, crawler, website search or retrieval application, or any other manual or automatic device or process to retrieve, index, search or data-mine the Platform; or
- g. Sync and/or share a post from or on your social media accounts or C-Crop's social media accounts through our Platform's social gallery which contains any images or content which is illegal, offensive, violent, sexual or which infringes upon the

privacy of third-party individuals.

Furthermore, you may not, nor may you assist or permit any third parties to:

- a. Copy, modify, adapt, create derivative works, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Platform or any content uploaded onto it;
- b. Reverse-engineer, disassemble, or attempt to derive the source code of any portion of the Platform or any software or code embedded in the Platform;
- c. Make use of contact information provided on the Platform for unauthorized purposes, including marketing purposes.
- d. Use our Platform to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches these Terms.

#### **4. USER CONTENT**

- 4.1. **User Content.** Certain features of the Platform, such as the Contact Us page, Testimonials page etc., may permit users to upload content to the Platform, including testimonials, reviews and requests, including those containing photos, video, images and text (“**User Content**”). You retain copyright in any copyright-protectable content and any other proprietary rights that you may hold in the User Content that you post to the Platform.
- 4.2. **Limited License Grant to C-Crop.** By posting or publishing User Content on the Platform, you grant C-Crop a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed.
- 4.3. **Limited License Grant to Other Users.** By posting or sharing User Content with other users of the Platform, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Platform.
- 4.4. **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that: (a) you are the creator and owner of the User Content, or have all the necessary licenses, rights, consents, and permissions to post or publish such User Content and to authorize C-Crop and other users of the Platform to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section 4, in the manner contemplated by C-Crop, the Platform, and these Terms; and (b) your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause C-Crop to violate any law or regulation.
- 4.5. **User Content Disclaimer.** C-Crop is under no obligation to edit or control User Content that you or other users post or publish and will not be in any way responsible or liable for User Content. C-Crop may, however, at any time and without prior notice, screen, remove, edit, or block, or initiate any legal proceedings against, any User Content that in our sole discretion violates these Terms or is otherwise objectionable, abusive or illegal.

You understand that when accessing the Platform, you may be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive any legal or equitable right or remedy you have or may have against C-Crop with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, C-Crop does not permit copyright-infringing activities on the Platform.

#### **5. INTELLECTUAL PROPERTY**

- 5.1. C-Crop, its licensors or its content providers, shall at all times solely own and retain all right, title and interest in, and is protected by copyright, trademark and other applicable laws, in regard to (the following below under sections 5.1.1 through 5.1.5, “**Intellectual Property**”):
  - 5.1.1. the Website, the App and the Platform, all content therein (including without limitation text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof,

and including all data processed by our Software and/or through our Platform from videos and/or images of fields, crops and plants and other such input collected by you) and related documentation, and all enhancements, derivatives, bug fixes or improvements to the foregoing, and all intellectual property rights therein and thereto;

- 5.1.2. the services provided to you by C-crop (the “**Services**”), the intellectual property included under the Services and any and all improvements, enhancements, modifications, upgrades, derivative works and feedback related thereto, and intellectual property rights therein, and any software, platform, applications, inventions or other technology developed in connection with the Services;
- 5.1.3. all trade names, trademarks, and logos of C-Crop, whether registered or unregistered, and the photos and other content uploaded or made available by C-Crop. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform. All trademarks are trademarks or registered trademarks of their respective owners.
- 5.1.4. the proprietary algorithms, code, artificial intelligence instances or processes, analytical tools boxes, which are deployed during the use of the Platform; and
- 5.1.5. The data collection protocols, user manuals and/or any other printed, scanned or other materials received from C-Crop relating to the Platform, Services, App or Website.
- 5.2. These Terms or use of the Platform do not convey to you any interest in or our Intellectual Property but only a limited and revocable right of use in accordance with these Terms. Nothing in these Terms constitutes a waiver of our Intellectual Property under any law.
- 5.3. C-Crop shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancements requests, recommendation or other feedback provided by you relating to the operation of the Services.
- 5.4. Notwithstanding anything to the contrary, C-Crop shall have the right to collect and analyze your User Content and any data and other information relating to the provision, use and performance of the Services and affiliated systems and technologies, and C-Crop will be free (during and after the Term) to (i) use such User Content, information and data to improve, enhance and further develop its existing and future products and services (including the Services) and for other development, diagnostic and corrective purposes in connection with such services and other offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business for commercial purposes. No rights or licenses are granted except as expressly set forth herein.

## **6. CONSIDERATION FOR USE OF THE PLATFORM**

- 6.1. License to our Platform is subject to a Subscription Fee. The Subscription Fee is as set forth in the applicable Services Order Form.
- 6.2. Unless otherwise stated, our charges do not include any taxes, levies, duties or similar governmental assessments, including VAT, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively, “**Taxes**”). You are responsible for paying Taxes except those assessable against C-Crop based on its income. We will invoice you for such Taxes if we believe we have a legal obligation to do so.
- 6.3. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum amounts permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of the Services.
- 6.4. If your use of the Services exceeds the scope or capacity set forth in the applicable Services Order Form, or as requested in advance by you in writing (and subject to our written approval thereto), or is to be used for any purpose in addition to the purpose set forth in the applicable Services Order Form, or otherwise requires the payment of additional fees (per the terms of these Terms), you shall be billed for such usage and you agree to pay the additional fees in the manner provided herein.
- 6.5. C-Crop reserves the right to change the Subscription Fee or applicable charges and to institute new charges and fees at the end of the initial Services Term set forth in the applicable Services Order Form and/or of then current renewal period, upon thirty (30) days prior notice to you.

## **7. USER OBLIGATIONS**

You hereby represent and warrant to us that:

- 7.1. You have the right and authorization to subscribe to and use our Platform, and to issue and grant access to your employees, contractors and other registered users under your Platform account, according to the license you have purchased from Us under the applicable Services Order Form.
- 7.2. You will acquire all necessary consents and authorizations from your employees and subcontractors according to applicable law in your jurisdiction, including but not limited to, applicable labor laws and/or privacy protection laws, prior to issuing and providing any such employee or contractor with a username based on his/her e-mail address.
- 7.3. You will make use of the Platform and/or Services solely for legal means and/or shall not make use of the Platform or Services in contravention or breach of any applicable laws and regulations applicable to your use in any relevant jurisdiction it is deployed/made use in.

## **8. INDEMNIFICATION**

You shall fully indemnify, defend, and hold harmless C-Crop against any and all claims, demands, damages, costs or expenses (including reasonable attorneys' fees and court costs) which C-Crop may suffer or incur in connection with any claim, demand, action, lawsuit or other proceeding whatsoever by You or any third party, arising directly or indirectly out of the following, by you, anyone on your behalf or anyone using your computer or mobile device:

- a. any breach of these Terms;
- b. any use or attempted use of the Platform, including any message or content transmitted through the Platform;
- c. any violation of any law or regulation, and/or
- d. any infringement of any right of any third party.

## **9. DISCLAIMER**

THE WEBSITE, THE APP AND THE PLATFORM, AND THE CONTENT PROVIDED OR UPLOADED THEREON, THE SERVICES PROVIDED THERE THROUGH, AND THE INTERFACE, ARE ALL PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND BY C-CROP. C-CROP EXPRESSLY DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, C-CROP FURTHER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED (I) THAT THE WEBSITE, THE APP, THE PLATFORM AND/OR THE SERVICES PROVIDED THERE THROUGH WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; AND/OR (II) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, COMPLETENESS OR USEFULNESS OF ANY SERVICE OR INFORMATION PROVIDED BY THE WEBSITE, APP AND/OR SUCH SERVICE.

C-Crop shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by C-Crop or by third-party providers, or because of other causes beyond C-Crop's reasonable control. C-Crop shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption.

THE USE OF THE WEBSITE AND APP, THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS OR CONTENT THROUGH THE WEBSITE OR THE APP, IS DONE AT YOUR OWN RISK AND WITH YOUR CONSENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

C-CROP EMPHASIZES AND CLARIFIES, AND YOU HEREBY UNDERSTAND AND ACCEPT, THAT:

(I) THE MATERIALS, CONTENT AND INFORMATION PROVIDED TO YOU ON THE WEBSITE, THE APP AND THE PLATFORM ARE PROVIDED FOR GENERAL INFORMATION BASED ON STATISTICAL ANALYSIS AND PROBABILITY EVALUATIONS AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS WITHOUT CONSULTING PRIMARY, MORE ACCURATE, MORE COMPLETE OR TIMELIER SOURCES OF INFORMATION OR EXPERTISE. ANY RELIANCE ON THE MATERIALS, CONTENT AND INFORMATION PROVIDED BY THE WEBSITE, THE APP AND THE PLATFORM IS AT YOUR OWN RISK. THE WEBSITE AND/OR THE APP MAY CONTAIN CERTAIN HISTORICAL INFORMATION NOT NECESSARILY CURRENT AND IS PROVIDED FOR YOUR REFERENCE ONLY.

(II) C-CROP IS NOT RESPONSIBLE FOR ANY DAMAGE, LOSS, PHYSICAL INJURY TO YOU OR TO YOUR MOBILE PHONE, COMPUTER OR OTHER EQUIPMENT RESULTING FROM OR CAUSED DURING THE USE OF THE IMAGE RECORDING FUNCTION OF OUR SERVICE WHILE WALKING, DRIVING OR PERFORMING ANY OTHER ACTION WHILE BEING MOBILE OR IN MOTION OR CAUSED DUE TO WEATHER CONDITIONS (E.G. OVERHEATING OF THE MOBILE PHONE, OR WATER, SNOW OR OTHER DAMAGE CAUSED DUE TO WEATHER CONDITIONS) WHICH ARE AT ALL TIMES THE RESPONSIBILITY AND DONE AT THE SOLE RISK OF THE USER.

(III) THE ACCURACY AND EFFICACY OF THE DATA AND ANALYSIS AVAILABLE THROUGH OUR SERVICE IS RELIANT INTER ALIA ON VIDEO AND PICTURE QUALITY AND CORRECT USAGE OF PHOTOGRAPHY AND CORRECT SAMPLING OF THE AREA OF INTEREST WHEN TAKING PHOTOS OR VIDEO CLIPS OF CROPS AND/OR PLANTS VIA THE MOBILE PHONE. C-CROP SHALL NOT BE RESPONSIBLE FOR ANY INACCURACIES, DEVIATIONS OR INCORRECT INFORMATION YIELDED THROUGH THE APP.

(IV) THE C-CROP SERVICE REQUIRES (A) USAGE OF IMAGES AND VIDEOS OF CERTAIN SHARPNESS AND RESOLUTION IN ORDER FOR OUR PROPRIETARY ALGORITHMS AND AI PROCESSES TO ANALYZE THE PLANTS, CROPS, TREES ETC. AND (B) INTERNET CONNECTION TO UPLOAD IMAGES OR VIDEO CLIPS TO THE C-CROP CLOUD SERVERS IN ORDER TO UNDERGO ANALYSES AS PART OF OUR SERVICE; AND (C) THAT YOU SELECT A PLOT/TRACT OF LAND THAT THE SERVICE WILL ANALYZE.

THEREFORE, YOU HEREBY UNDERTAKE TO: (A) VERIFY THAT YOUR MOBILE PHONE'S CAMERA IS WITHIN THE MINIMUM SPECIFICATIONS AVAILABLE ON OUR WEBSITE AND/OR IN THE APP (B) TO CONNECT YOUR MOBILE PHONE TO AN INTERNET CONNECTION IF YOU ARE INTERESTED IN UPLOADING IMAGES OR VIDEO CLIPS FOR ANALYSIS THROUGH THE SERVER; AND (C) TO DEFINE A PLOT OF LAND, WHICH YOU OWN OR HAVE PROPERTY RIGHTS ON, FOR ANALYSIS, INCLUDING VERIFICATION OF THE ACCURACY AND VERACITY OF THE TRACT/PLOT OF LAND SO SELECTED.

## **10. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE, THE APP AND THE PLATFORM.

NEITHER C-CROP NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE, THE APP, THE PLATFORM OR ANY SERVICE AVAILABLE THERE THROUGH WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE USE OF OR INABILITY TO USE THE WEBSITE, THE APP AND THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT C-CROP HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM (I) ANY MISREPRESENTATION OR FALSE PROPORTION MADE BY YOU; OR (II) TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

IN NO EVENT WILL C-CROP'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, ANY SERVICES ORDER FORM AND YOUR USE OF THE WEBSITE, THE APP AND THE PLATFORM, EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

## **11. REGISTRATION AND MANAGEMENT OF ACCOUNT**

Use of the Services through our App or our Website will require registration and opening of an account.

Your use of the Services via a registered user account is conditioned upon you agreeing to provide true, accurate, current and complete information about yourself and/or any user you are issuing usernames to under your main account under the license you purchased from C-Crop under the applicable Services Order Form.

**While you have no legal obligation to provide any Personal Data or Information to Us, if you do not do so, we will not be able to make our Services available to you, or any user registered under your main account.**

Using the Registered User area of the Website, as well as accessing your Account on the App, will require use of a password. You are responsible for protecting your password.

You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your password. If you have reason to believe your password has been exposed online or publicly, stolen or access by an unauthorized party, notify us immediately so we may suspend all activity in your account.

C-Crop reserves the right to deactivate or suspend your ability to access and/or make use of the Website and/or App for any reason, at its sole and absolute discretion.

Please note that C-Crop may, at its sole discretion, reject or deny your ability to make use of the Website, App, Account or to contact us through the Website or App, if we deem that such activities are associated with fraudulent or illegal activity, or if your use of the App, Website or Platform is in breach of these Terms.

## **12. TESTIMONIALS DISCLAIMER**

The testimonials appearing on the Website and/or the App are from actual customers who have used our products or services. However, their results may not be typical and individual results may vary. The testimonials are not intended to guarantee that you will achieve the same or similar results. The testimonials are not intended to be a representation or undertaking that you will achieve any particular results. Your results will depend on your individual circumstances, including your level of effort and ability.

C-Crop is not responsible for any of the opinions or comments posted on our Website and/or App, and our Website and App are not a forum for testimonials, however it does contain testimonials as a means for customers to share their experiences with one another.

## **13. PROCESSING OF PERSONAL INFORMATION**

During your use of our Website and/or App, personal information will be collected and saved on C-Crop's servers under the provisions of applicable privacy protection law, and *inter alia* the Israeli Protection of Privacy Law, 5741-1981 (the "**Privacy Law**") and/or any applicable data protection law applicable to your Personal Information.

If you elect to receive any marketing or advertising correspondences and communications from C-Crop regarding our services or supplementary or complimentary services from affiliates and/or partners of C-Crop we recommend based on your activity on our Platform, you may opt out at any time by unsubscribing via the designated link on the applicable notification previously received and/or through sending us a message to: [contact@c-crop.co.il](mailto:contact@c-crop.co.il)

## **14. TERM AND TERMINATION**

14.1. These Terms shall enter into effect on the earlier of (i) the date on which you first access and/or use the Website, the App and/or any Services and/or register to receive any newsletter or notifications from Us, and (ii) the date of signature of any applicable Services Order Form, and will remain in effect for so long as you access or use our Website, App and/or Services, and in any event for the Services Term set forth in the applicable Services Order Form (the "**Term**").

14.2. The above notwithstanding, and in addition to any other remedies it may have: (i) C-Crop may, at its sole discretion, terminate any Services Order Form and/or your access and/or use of the Website, the App and/or any Services immediately, by written notice to you, upon the occurrence of any of the following: (a) a material breach by you or any member of your personnel of any of your obligations under these Terms or any applicable Services Order Form (including but not limited to your obligations to duly and timely pay the Subscription Fee or any part thereof), which was not cured within seven (7) days following C-Crop's notice with respect to the applicable breach; or (b) any act of moral turpitude by you, any member of your personnel, or anyone on their behalf, or action by you, any member of your personnel, or anyone on their behalf, to intentionally harm C-Crop; (ii) C-Crop shall further have the right to terminate any Services Order Form and/or your access and/or use of the Website, the App and/or any Services, at any time and for any reason, by the provision of a ninety (90) days prior written notice to you.

- 14.3. Upon expiration or termination for any reason whatsoever or upon C-Crop's first request: (i) you shall immediately surrender to C-Crop all documents and information in your possession or disposal, as such may have been delivered to you and/or your personnel during the Term or due to the provision of any of the services provided hereunder; (ii) all rights granted to you hereunder (including the license to the Platform and the Software and any and all other licenses) shall forthwith terminate, expire, and immediately revert to C-Crop; and (iii) each party shall complete any outstanding obligations towards the other party which have accrued and remained outstanding prior to expiration or termination (unless the other party waived such obligation by the first party).
- 14.4. The provisions set forth under Sections 2, 3.4, 6, 7 and 8.6 of these Terms shall survive the expiration or termination of these Terms, for any reason whatsoever.
- 14.5. Upon any termination of these Terms, C-Crop may retain copies of Personal Data you provided to it as part of your use of the Website, App, Platform or our Services, where it has an overriding legal interest for its legitimate business needs as permitted under law, and solely to the extent and in the scope which it will require to that end to preserve such copies, for example for the purpose of fulfilling legal obligations or to handle legal disputes or in order to comply with any order or writ issued by a competent court or governmental authority. Any retention of your personal information and details will be performed as provided for in the Privacy Policy.
- 14.6. C-Crop reserves the right, in its sole discretion, to limit or terminate your access to or use of the Platform, App, Website, Services or your registered Account at any time without notice and for any or no reason.

## 15. PRIVACY AND DATA PROTECTION.

You hereby understand and agree that C-Crop will collect certain data from you when you browse or make use of our Website, App and Platform, including information that may personally identify you.

C-Crop will use such data only in accordance with the Privacy Policy, which is available at: <https://app.c-crop.co.il/PrivacyPolicy.pdf>.

## 16. MISCELLANEOUS.

- 16.1. **Further Assurances.** Each of the parties shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of these Terms and the intentions of the Parties as reflected thereby.
- 16.2. **Severability.** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.
- 16.3. **Assignment.** These Terms are not assignable, transferable or sub-licensable by you except with C-Crop's prior written consent. C-Crop may transfer and assign any of its rights and obligations under these Terms without consent.
- 16.4. **Relations of the Parties.** No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind C-Crop in any respect whatsoever.
- 16.5. **Entire Agreement.** These Terms, together with any applicable Services Order Form, constitute the full and entire understanding and agreement between the parties with regard to the subject matters hereof and thereof, and shall supersede, in their entirety, any prior agreements or understandings with regard to the subject matters contained herein.
- 16.6. **Governing Law.** These Terms and any Services Order Form shall be exclusively governed by and construed in accordance with the laws (but not the conflict of laws rules) of the State of Israel, and the competent courts of Haifa, Israel, will have exclusive jurisdiction with respect to any dispute arising hereunder. No other court shall have jurisdiction over such matters.
- 16.7. **Statute of Limitation.** YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- 16.8. **Notices.** All notices under these Terms or any Services Order Form will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. You hereby agree that, should you provide us with contact information during your registration process via a "Contact Us" form or through e-mail correspondence, C-Crop may contact you on the basis of such information by electronic means, including but not limited to email communications, SMS or text messages, via the information provided as mentioned above.

16.9. **Availability.** The Website's availability and functionality depends on various factors, such as communication networks. C-Crop does not warrant or guarantee that the Website will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.