

August 27, 2017

TERMS OF SERVICE

These Terms of Service are made between Manna Irrigation, Ltd. (“Us”, “We” 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.

The Company provides irrigation recommendations through an online platform to its registered users through a designated account (the “Service”). The use of the Service and their underlying platform, software and technology (collectively the “Platform”), are subject to these Terms of Service and to Company’s Privacy Policy, as amended from time to time (collectively the “Terms”).

BY USING OR ACCESSING ANY PART OF THE SERVICE YOU AGREE TO BE BOUND BY THE TERMS. We may amend the Terms from time to time by written notice on the Site. You hereby undertake to check this page from time to time for any changes. Your continued use of our Service 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 Service.

Your access to, and use of, the Service 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 Service, which shall apply in addition to these Terms.

[If you wish to act as a reseller of the Service you must obtain Company’s explicit written consent, which may be subject to certain limitations and conditions, and, unless expressly provided otherwise, you, and any end-user represented by you, shall be subject to these Terms.]

1. **Eligibility, Account Activity.** The Service is limited to registered users of the Company, for which the Company has set up an active account (“Account Holders”).

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 Service and/or other information. You agree to provide us with truthful and accurate information and to update such information promptly upon any change.

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.

You are solely responsible for your account activity. We urge you to always log-off from the Service 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.

You are further solely responsible for all data, information, and other content that you may provide to us in connection with your use of the Service or that we may receive, collect or obtain through your use of the Service. You hereby grant us and our third party service providers and licensors all necessary rights and licenses in and to such content necessary to provide the Service.

2. **Access Rights, Restrictions.** Account Holders are granted with a personal, limited, non-exclusive, non-transferable and non assignable right to access and use the Service during the

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term of their subscription for the Service, subject to their full compliance with these Terms and any other agreement with the Company, and to their timely payment of any fees due with respect to the Service.

The Service 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, and as between the Company and you, all such content is owned by the Company and its third party service providers and licensors. You may only access and use such content as indicated and permitted through the Service, solely for your own internal business purposes in connection with your use of the Service, 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 Service, their content and the Platform; (b) distribute, sell, resell, lend, loan, lease, license (or share your access rights to the Service), sublicense, transfer, copy, reproduce, reverse engineer any part of the Service and/or the content made available through the Service 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) You agree not to cause or aid in the cause of the destruction, manipulation, removal, disabling, or impairment of any portion of the Service and Platforms, not to interfere with or disrupt the Service and Platform, not to hack, spam or phish us or other users, the Service and Platform; and (e) You agree to act within the bounds of common decency when using our Service 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 intellectual property and other proprietary rights, data protection and privacy.

3. **Modifications, Content.** We reserve the right, at any time, to modify the Platform, Service, type of content available through the Service and Company's website at any time, as we deem fit. We do not guarantee that any feature or content currently made available through the Service 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 Service. 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 Service, 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.
4. **Ownership.** The Service, Platform, Company's website and all trademarks, trade names and logos appearing therein, whether registered 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 Access Rights granted to you under Section 2.
5. **Service Level, Support**

Company shall use commercially reasonable efforts to maintain and verify that the Service achieve 95% availability, in any given month of operation, excluding any downtime as a result of (i) periods of scheduled or emergency maintenance activities, scheduled backups or scheduled outage (ii) unscheduled maintenance not exceeding 8 hours per each month; and/or (iii) any corrective action taken by the Company when resolving errors as set forth below.

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Company's support team shall provide support via support@manna-irrigation.com, during its regular business hours, taking into consideration the error priority level. Errors should be reported to support@manna-irrigation.com with sufficient details, and screen shot demonstrating the error..

For avoidance of doubt, in no event shall the Company be responsible for any error and/or failure of the Service and/or Platform, which: (i) are outside of Company's reasonable control, such as any force majeure event or internet access; (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 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 Service and/or Platform or use of the Service 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.

6. WARRANTIES AND DISCLAIMER.

operate in accordance with the Service Level Agreement

OTHER THAN EXPRESSLY SET FORTH IN SECTION 5 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE, PLATFORM, AND THE CONTENT PROVIDED THROUGH THE SERVICE, AS WELL AS COMPANY'S WEBSITE ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS.

THE SERVICE AND THE CONTENT PROVIDED THROUGH THE SERVICE ARE BASED, AMONG OTHERS, ON SPECULATIVE FORWARD LOOKING DATA SUCH AS SATELLITE SERVICES, FORCASTS AND STATISTICAL INFORMATION. ACCORDINGLY THE SERVICES CONTENT, AND ESPECIALLY FORWARD LOOKING 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, SERVICE AND SERVICE CONTENT, REMAINS WITH YOU.

THE COMPANY AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM, THE SERVICE AND THE CONTENT PROVIDED THERE THROUGH, AS WELL AS TO COMPANY'S WEBSITE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT.

NEITHER THE COMPANY, NOR ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES THAT RELIANCE ON THE SERVICE AND/OR THE CONTENT PROVIDED THROUGH THE SERVICE WILL YIELD CERTAIN RESULTS (INCLUDING BY INCREASING CROP).

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, AGENTS OR AFFILIATES, INCLUDING THROUGH THE SERVICE OR OTHERWISE AND PLATFORM, WILL CREATE ANY WARRANTIES OR REPRESENTATIONS OTHER THAN EXPRESSLY SET FORTH IN THE SECTION 5.

IN NO EVENT WILL THE COMPANY AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS AND EACH OF THEIR RESPECTIVE OWNERS,

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STOCKHOLDERS, 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 OR ANY CONTENT PROVIDED THROUGH THE PLATFORM OR SERVICE AND COMPANY’S WEBSITE, 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.

THE TOTAL CUMULATIVE LIABILITY OF THE RELEASED PARTIES IN CONNECTION WITH THESE TERMS, AND/OR USE (OR INABILITY TO USE) THE PLATFORM, SERVICE AND/OR CONTENT PROVIDED THROUGH THE SERVICE, AND/OR THE COMPANY’S WEBSITE, 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 FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT THE COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. 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

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 SERVICE, THE PLATFORM AND THE SERVICES 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, DAMAGE TO PROPERTY, OR ANY OTHER TORT. YOU AGREE THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR PLATFORM, SERVICE AND/OR CONTENT PROVIDED THERETHROUGH, INCLUDING BUT NOT LIMITED TO PEOPLE WHO COMMIT INTELLECTUAL PROPERTY INFRINGEMENT, DEFAMATION, TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS, OR ANY OTHER ACTIONABLE CONDUCT TOWARDS YOU. YOU FURTHER AGREE THAT THE RELEASED PARTIES ARE NOT LIABLE FOR ANY FAILURE OF THE PLATFORM, SERVICE AND/OR CONTENT PROVIDED THERETHROUGH, INCLUDING ANY FAILURES OR DISRUPTIONS, UNAVAILABILITY (INCLUDING UNSCHEDULED, INTENTIONAL OR UNINTENTIONAL DOWN TIME).

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

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STATEMENT OR WAIVER REGARDING RELEASE THEN SUCH STATEMENT OR WAIVER, AS APPLICABLE, ARE DEEMED INCORPORATED HEREIN BY REFERENCE.

7. **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, Service 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.
8. **Linked Sites.** The Platform and electronic information provided through the Service may contain links to third-party sites that are not under the control of the Company, 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 Service or from Company's website, 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.
9. **Data Privacy.** You expressly consent to the Company's Privacy Policy [[link](#)] as in effect from time to time. Notwithstanding anything in the 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.
10. **Governing Law and Disputes.**

The interpretation of the rights and obligations of the parties under these Terms and in connection with the Platform, Service (and content) and Company's website, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the United Kingdom and shall be submitted to the exclusive jurisdiction of the courts of London, UK.
11. **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.
12. **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.

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13. **Termination and Cancellation.** We may at our discretion restrict, limit, suspend, revoke or terminate your right to access the Service 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.
14. **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.
15. **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 website.
