



TERMS OF USE

[Last updated & effective date: 02/11/2014]

Welcome to the Sensilize website. Sensilize offers you access to this site, the services and other features offered subject to the following terms of use.

Accepting the Terms of Use

These Terms of Use (the "Terms" or the "Terms of Use") form a legally binding agreement between you and Sensilize Ltd. ("Sensilize") in relation to your use of the Sensilize web site (the "Site") and the service provided therein (the "Service" or "Services").

It is important that you read them carefully. The Site is the property of Sensilize and its licensors. By accessing and using the Site and/or the Service or by clicking a box that states that you accept or agree to these Terms you signify your agreement to and intent to be bound by these Terms. These Terms apply to all users of the Site and/or the Service. If you do not agree to these Terms, you may not use the Site and/or the Service or any information contained herein.

If you are accepting the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Terms, and, in such event, "you" and "your" will refer to that company or other legal entity.

By accessing, registering and/or using the Site and/or the Service, you agree that your access to, registering and/or use of the Site and/or Service, will be exclusively governed by these Terms of Use.

Updates and Changes to the Terms

Sensilize has the right, at its sole discretion, to modify, add or remove any terms contained in these Terms, at any time, without notice or liability to you. Any changes to these Terms will be effective immediately following the posting of such changes on the Site. Your continued use of the Site and/or the Service following the posting of changes will mean that you accept and agree to the changes; therefore we recommend that you review the Terms on a regular basis and if you do not agree with all of the amended terms and conditions your sole remedy is to stop the use of the Site and/or the Service. You hereby waive any right you may have to receive specific notice of such modification, update or change.

The Service/s

Through use of the Site and subject to the Terms of Use you may order from us or enjoy, as applicable, the following service/s (hereinafter and above the "Service" or the "Services", as applicable):

- 1. Using the SDSS, spatial decision support system, for ordering a UAS (Unmanned airborne system) overflight and acquisition of imagery of your own fields / plots.**
- 2. Viewing mosaicked RGB (true color) pseudo orthophoto of the field /plots.**
- 3. Viewing interpreted remote sensing images of the field /plots.**



4. Downloading the RGB mosaicked images and the interpreted data to a PC.

Use of the Site and the Services

We hereby grant you permission to use the Site and/or the Service, provided that you: (i) comply in full with these Terms; (ii) will not copy, distribute or modify any part of the Site without our prior written authorization; (iii) will not send unsolicited or unauthorized advertisements, spam, chain letters, etc.; and (iv) will not disrupt servers or networks connected to the Site and/or the Service. You agree that you are solely responsible for (and that Sensilize has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Sensilize may suffer) of any such breach.

When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically and/or by phone and/or in person. We will communicate with you by e-mail or by posting notices on the Site and/or by phone and/or in person. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

While **Sensilize** uses reasonable efforts to include accurate and up-to-date information on the Site, Sensilize makes no warranties or representations as to its accuracy, timeliness, reliability, or the completeness of any of the information contained on, downloaded or accessed from the Site. Sensilize does not guarantee any minimum up time for the Site, and the Site may be down for routine maintenance, or in some circumstances, system failure.

The Site and the Service, as a whole, is intended solely for personal use by you, and you agree not to resell or otherwise provide any portion of the Service, or access thereto, to any third party. You may download, print and store selected portions of the content, provided that you: (i) only use these copies for your own personal use; (ii) do not copy or post the content on any network computer or broadcast the content in any media; and (iii) do not modify or alter the content in any way, or delete or change any copyright or trademark notice. No right, title or interest in any downloaded materials is transferred to you as a result of any such downloading. Sensilize, its affiliates or by third parties who have licensed their materials to Sensilize, reserves the complete title and full intellectual property rights in any content you download from this Site. Except as noted above, you may not copy, download, reproduce, modify, publish, distribute, transmit, transfer or create derivative works from the content without first obtaining written permission from Sensilize.

Access to Services, Registration, User Identification Codes and Passwords

It is possible to access the Site and use the Service as a Guest or a Registered User, as defined below.

Access as a Guest:

When accessing the Site without being a registered User, you access as a guest user ("Guest"), and you will be able to perform the following actions:



1. Review information shared by another User.
2. Review relevant information regarding demonstrations performed or presented by Sensilize.
3. Undergo training on the operation of the system.

Access as registered User:

In order to use all other features and functionality provided by Sensilize, you are required to enter into a binding written contract with Sensilize and/or a third party operator, and complete a registration form containing your first and last name, mailing address, and your e-mail address following to which you become a registered user on the Site (a "Registered User").

As a Registered User you will be able to perform following actions, in addition to the actions available to Guests:

1. Order flights for the purpose of conducting remote sensing by the Unmanned Aerial Systems.
2. Share Information with other Users.
3. View the relevant remote sensing analysis.
4. Request to download your information to separate files and send to your e-mail.
5. Request to upload files to your site.

You hereby agree to provide true, accurate, current and complete information about yourself as submitted in any registration form on the Site or outside the Site, and to maintain up-to-date information which is true, accurate, current and complete at all times by making changes, additions or deletions to your profile, as required.

If any information provided is not true, accurate, current or complete, or **Sensilize** has reasonable grounds to suspect that the information is untrue, inaccurate, not current or complete, then **Sensilize** will have the right to suspend or terminate your right to use the Service and refuse to provide any current or future services to you.

When you register as Registered User, you will create a user ID and password that will permit you to access the Site and the Service. The user ID and password are strictly personal for your use exclusively, and any violation of the Terms will permit Sensilize to immediately suspend or terminate your further access to this Site.

Each time you want to log in as a Registered User you will be requested to enter your user ID and password.

Sensilize will not disclose your user ID or password to third parties except as necessary for service providers that assist Sensilize in making the Site and the Services available for your use, and you agree that you will treat and maintain this information confidentially and will not permit others to sign onto the Site through the use of your user ID and password.

By agreeing to these Terms you agree to be solely responsible for the confidentiality and use of your password. You agree to be responsible for all acts and omissions that occur in connection with your user ID and password. You acknowledge that Sensilize does not protect you from the unauthorized use of your user ID or password. Sensilize disclaims any liability for the consequences of unauthorized use of your password or the consequences of the theft or loss of your password.



For security reasons, should your use of the Service be infrequent with long periods between visits to the Site, Sensilize may suspend or terminate your access to the Service. If this occurs, you will be notified when you attempt to log-in and must then contact Sensilize for your user ID and password to be reset. **Sensilize** may, upon your request, change your user ID and password.

Your content

You are fully responsible for the content you send to Sensilize as well as for the non-violation of any third-party rights that may be involved in such contents. You give your consent for Sensilize to store such contents and to use the same for the purpose of statistical analysis or for any other specified business purpose, unless the information involves personal details, going beyond master data or usage data. In particular, Sensilize is entitled to use the contents of such messages, including ideas, inventions, blueprints, techniques and expertise contained therein, for any purpose, such as the development, production and/or marketing of products or services and to reproduce, disclose, transmit, duplicate, broadcast such information and make it available to third parties without any limitations.

Subject to our Privacy Policy, any communication or material that you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions or the like, is and will be treated as, non-confidential and non-proprietary.

You acknowledge that you are responsible for the information and material that you submit (each a "Submission") through public and/or private posting areas, forums, e-mails, or other Services and that you, and not Sensilize, will have full responsibility for each such Submission, including its legality, reliability, appropriateness, originality and copyright. Unless otherwise explicitly stated herein or in the Privacy Policy you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to Sensilize a perpetual, worldwide license to use or disseminate each Submission on an unrestricted basis for any purpose whatsoever.

Termination

Sensilize reserves the right to discontinue any aspect of any Service at any time. You agree that any termination of your access to a Service or any account you may have or portion thereof may be affected without prior notice, and you agree that Sensilize will not be liable to you or any third party for such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of a Service may be referred to appropriate law enforcement authorities. These remedies are in addition and without prejudice to any other remedies Sensilize has and/or may have pursuant to any agreement and/or at law and/or in equity.

Intellectual Property Rights and Ownership

The Services are fully owned and operated by Sensilize and/or its licensors. All details, documents, illustrations, images, data, information, graphics, audio clips, video clips, texts and trademarks published on the Site (the "*Sensilize Content*") and the Site as a whole are protected by copyright law and international copyright treaties as well as other intellectual property laws and treaties. The Sensilize



Content is the sole property of **Sensilize** or third parties who have licensed their materials to **Sensilize**. Nothing in these Terms will grant to you any right, title or interest in or to the Sensilize Content contained on the Site. Any unauthorized use of the Sensilize Content is expressly prohibited and constitutes a violation of copyright, trademark law or other industrial property rights.

Except as stated herein, and to the extent permitted by applicable law, you shall have no right to copy, download, display, use for competitive comparison or other unauthorized purposes, perform, reproduce, distribute, modify, edit, alter, translate, adopt or enhance any of the Services in any manner or create any derivative works from the Services, reverse engineer or decompile any code, script, or software forming the Services. This limited license terminates automatically without notice to you if you breach any of these Terms. Upon termination, you must immediately delete and destroy any downloaded application and content and printed materials. You have no right, title or interest (and no copyright, trademark or other intellectual property right) in or to this Site, the Services or any content, information, materials, applications or other functionalities related thereto and you agree not to "frame" or "mirror" this Site, any Services contained on, framed within, or accessible from or through this Site on any other server, Internet-based device or mobile device without the prior written authorization of Sensilize.

Subject to full payment of the consideration to Sensilize for the Services ordered by a Registered User the specific analysis made for that Registered User shall be the property of the Registered User who shall hold all rights, title, and interest in the relevant work product/deliverables namely, in and to the information collected through the Service and to the content, material and data, collected through or with reference to this Site as part of the specific ordered Service (the "Work Product").

The User hereby grants Sensilize an unlimited, perpetual, irrevocable, non-exclusive, assignable, transferable and sublicensable license to use and display the Work Product, inter alia, for the purpose of improving the Site and/or the Services offered to Sensilize customers and/or service providers.

External Links

The Site may contain links to independent third party websites and to information provided on such independent third party websites. These independent third party websites are provided solely as a convenience to you and other visitors of the Site, and are not under our control. Sensilize is not responsible for and does not endorse the content of such independent third party websites, including any content, information or services contained on such independent third party websites, nor is it responsible for any changes or updates to such independent third party websites. You will need to make your own independent judgment regarding your interaction with these independent third party websites. You agree that Sensilize shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, information or services available on or through any such independent third party websites. Sensilize has no liability whatsoever with respect to external websites or resources and you are hereby advised to read the terms and conditions and privacy policy of each other website that you visit.



Use of Personal Information and Privacy

When Sensilize collects information, it does so in compliance with its Privacy Policy, which is subject to revision from time to time.

You acknowledge that Sensilize may disclose to third parties certain information from registration or other related data in aggregated form, provided such information will not provide personal identifying information about you, except if authorized by you or if Sensilize believes, in good faith, that disclosure is reasonably necessary to comply with the law, legal process, to enforce these Terms or to protect itself or others. In addition, due to the nature of the Internet and other factors, privacy in your communications cannot be assured and this should always be considered when deciding to transmit confidential or other information through the Service.

Main License

Access to the Site and use of the Service may be subject to the terms and conditions of a Main License granted by Sensilize in connection with any contract entered into between you and Sensilize. In such a case, your access to the Site and the use of the Service will be subject to a Main Licensee's authorization. Access to the Site and use of the Service may be denied if you don't respect the terms of this Main License.

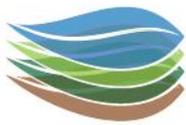
Online tutorials/FAQ

Customer service is supplied by Sensilize. You will have access to online help screens, FAQ's (frequently asked questions) and online tutorials.

Disclaimers, Limitation of Liability

The Services aim to support decision in the agronomic and agricultural area. The Service is only intended for professionals and all decisions based on information are always taken by you under your own liability and discretion. You therefore remain solely responsible for the use you make of the information provided to you through the Service.

THE SITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SENSILIZE DOES NOT GUARANTEE THAT THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. ALL INFORMATION PROVIDED ON THE SITE AND SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SENSILIZE DISCLAIMS ALL WARRANTIES, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, AVAILABILITY, SECURITY OR COMPATIBILITY. SENSILIZE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR THE SERVICE. YOU



Sensilize

ASSUME THE TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE, THE SERVICE AND ANY SITES LINKED THERETO. YOUR SOLE REMEDY AGAINST SENSILIZE FOR DISSATISFACTION WITH THE SITE AND/OR THE SERVICE IS TO STOP USING THE SITE AND/OR THE SERVICE, AS APPLICABLE.

The above disclaimer applies to any and all damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

TO THE FULLEST EXTENT PERMITTED BY LAW YOU EXPRESSLY UNDERSTAND AND AGREE THAT SENSILIZE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, CUSTOMERS, AGENTS, SUCCESSORS AND ASSIGNS AND/OR ANYONE ACTING ON ITS BEHALF SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ANY INTERRUPTION OF BUSSINESS OR OTHER INTANGIBLE LOSSES (EVEN IF SENSILIZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OF THE SITE AND/OR SERVICES. WITHOUT DEROGATING FROM THE ABOVE, IN NO EVENT WILL SENSILIZE (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, CUSTOMERS, AGENTS, SUCCESSORS AND ASSIGNS AND/OR ANYONE ACTING ON ITS BEHALF) TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE TERMS, THE SITE OR SERVICES EXCEED THE AMOUNT PAID BY YOU TO SENSILIZE UNDER THE TERMS (IF ANY). MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. ONLY TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS OF USE DO NOT APPLY, AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

In particular Sensilize does not represent or warrant to you that:

1. Your use of the Site and/or the Service will meet your requirements.
2. Your use of the Site and/or the Service will be uninterrupted, timely, secure or free from error.
3. Any information and/or Work Product obtained by you as a result of your use of the Site and or the Service will be accurate or reliable.

Indemnification



Sensilize

You agree to indemnify, defend and hold harmless **Sensilize** and its directors, officers, shareholders, employees, agents, clients and contractors from and against any loss, claim, demand, cost and expense (including reasonable attorneys fees) asserted by any third party due or arising from or in connection with your use of or conduct on the Site, your violation of these Terms, or your violation of any rights of another user. **Sensilize** reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which will not excuse your indemnity obligations.

Governing Law

For all users, these Terms will be governed by and interpreted pursuant to the laws of the State of Israel, notwithstanding its conflicts of law provisions. If any part of these Terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Jurisdiction

Unless otherwise expressly noted, any disputes between Sensilize and you, under these Terms will be finally resolved by the courts of the State of Israel. You agree to submit to the personal and exclusive jurisdiction of the courts of Haifa and/or Tel Aviv, Israel. Notwithstanding this, you agree that Sensilize shall still be allowed to apply for injunctive remedies (or other equivalent types of urgent legal remedy) in any jurisdiction.

General Information

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. In the event of any controversy or dispute between Sensilize and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

The failure of **Sensilize** to exercise or enforce any right of provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court to be invalid or unenforceable the parties nevertheless agree that the court will endeavor to give effect to the parties' intentions as reflected in this Agreement and the other provisions of this Agreement will remain in full force and effect.

Assistance and Feedback.

Please email info@sensilize.com for further assistance.