

## **GreenIQ Terms of Service**

GreenIQ, Ltd. (“**GreenIQ**”, or “**us**”, “**our**”, “**we**”) provides an irrigation and lighting controller, as powered by a mobile device (the “**Garden Computer**”) and related services as defined below (the “**Services**”). These Terms of Service (these “**Terms**”) constitute a legal agreement between GreenIQ and yourself (“**you**”, “**User**”). By accessing or using the GreenIQ Internet site locate at <http://www.greeniq.co> (“**Site**”), purchasing the Garden Computer and using any service provided by us you agree that you have read, understood, accept and agree to be bound by these Terms, as well as our Privacy Policy, which is available at <http://greeniq.co/documentation.htm>. If you do not agree to these Terms or the Privacy Policy, do not access or use the Site, the Garden Computer or any Services provided through the Site.

We reserve the right, in our sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. You are responsible for reviewing these Terms periodically. Your continued use of the Site, the Garden Computer or the Service after a change or modification of these Terms has been made will constitute your acceptance of the revised Terms.

You agree that we may modify any part of the Site or Service, at any time or discontinue the Service or any part thereof, for any reason, without notice to you and without liability. In addition, we may begin or cease to charge for your use or access of any part of the Site or Service, or increase or decrease any amounts we charge for the use or access of the Site or Services, at any time in our sole discretion.

### **Use of the Site and Services**

Subject to your agreement and compliance with these Terms, GreenIQ hereby grants you the non-exclusive, non-transferable, non-sublicensable fully revocable and limited right to access and use the Site for your own purposes. Subject to your agreement and compliance with these Terms and ownership of a genuine GreenIQ Garden Computer, GreenIQ hereby grants you, a worldwide, non-exclusive, non-transferable, non-sublicensable, fully revocable and limited right to access and use the Service during the Term (defined below) for your personal and internal business purposes only.

You may not use the Site or the Services as a service bureau or to assist third parties. You must be 18 years of age or older or have the permission of your parent or guardian to use the Site or the Services. You may not use the Site or the Services if your access to or use thereof violates any applicable law or regulation. You may purchase the Garden Computer for your personal or internal use only, and not for resale or export of any kind. Purchase of the Garden Computer may be subject to any applicable export laws.

### **Account**

You must create a GreenIQ account in order to activate the Garden Computer, use the Service or obtain automatic updates for any software embedded in your Garden Computer.. You agree that you will supply accurate and complete information to us in the creation of your account and the use of the Site and Services, and that you will update such information promptly after it changes. You shall have all responsibility for any inaccuracies in any information you provide to us, or in respect of your failure to keep such information up-to-date. GreenIQ reserves the right to refuse to allow a user to open an account for any reason, or to limit the number of accounts a user can establish on the Site, all at GreenIQ's sole discretion.

You shall not share your account or login information with any third party, nor let any third party access your account, and are responsible for maintaining the confidentiality of the login information for your account. You are solely responsible for all uses of your account and your login information, whether by you or any third party. In the event you become aware of or reasonably suspect any breach of security of your account or any unauthorized use or disclosure of your login information, you must notify us immediately via e-mail to [info@greeniq.co](mailto:info@greeniq.co).

GreenIQ will not be liable for any losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold GreenIQ harmless for any improper or illegal use of your account, including any mail sent and any charges and taxes incurred, unless you have notified us that your account has been compromised, and have requested us to block access to it. This includes illegal or improper use by someone to whom you have given permission to use your account. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the Site.

### **Termination of Account**

If we believe, in our sole discretion, that a violation of these Terms or any illegal or inappropriate behavior has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior on the Site. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone believed to have violated these Terms or to have engaged in illegal behavior on the Site or through the Services.

GreenIQ may suspend or terminate the Service (as defined below) and/or your account at any time upon written notice to you in the event that you breach these Terms and, to the extent that the breach can be cured, you do not cure that breach within fourteen (14) days of said notice. You may request termination of your GreenIQ account at any time and for any reason by sending an email to [info@greeniq.co](mailto:info@greeniq.co). Any suspension, termination, or cancellation shall not affect your obligations to GreenIQ under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation or any obligations to GreenIQ under the terms and conditions set out herein for the sale of Garden Computers.

Upon termination of your account and/or the Service, you will lose all access to the Service and to any Data (as defined below) that we may be storing in connection thereto on your behalf. It is your responsibility to keep records of your Data. Notwithstanding the foregoing, for a period of forty-five (45) days from the effective date of termination of these Terms we will provide you, upon your written request, with a reasonable opportunity to download your Data at a time designated by us. We reserve the right to permanently delete from our (or our third party service provider's) servers any Data that may be contained in your account at any time following the said forty-five (45) day period. We do not accept any liability for any deactivation of the Service or Data that is deleted in connection thereto.

### **Garden Computers**

Subject to the terms of this warranty, GreenIQ warrants the Garden Computer and accompanying Software (as defined below) against any material defects in workmanship that interfere with the normal operation of the Garden Computer when used in accordance with GreenIQ's user guide provided to you at purchase for a period of one year from the date of original retail purchase (the "**Warranty Period**").

The warranty shall not apply in the event that the Garden Computer (including any Software), is (a) used other than in accordance with the Terms of Service, or the GreenIQ user guide or other guidelines provided by GreenIQ or otherwise misused (b) modified, repaired or serviced by any person or entity other than GreenIQ; for the avoidance of doubt, the modification of any software embedded in the Garden Computer shall result in the immediate voiding of the warranty; (c) combined with or installed on/with operating systems, hardware or other non-GreenIQ equipment; (e) installed not in accordance with documentation or instructions of GreenIQ; or (f) damaged by causes beyond the reasonable control of GreenIQ, such as a fire, flood or earthquake.

The warranty does not apply to cosmetic damage or defects caused by normal wear and tear. The warranty extends only to you and does not extend to any other individual or entity. The warranty shall be voided if any serial number shall be removed or defaced.

If you have any questions regarding the warranty, please contact us at [info@greeniq.co](mailto:info@greeniq.co). If you submit a valid claim during the Warranty Period, we may at our discretion repair the Garden Computer, replace it with a functionally equivalent device or refund your money.

These Terms set forth the entire agreement applicable to the purchase and sale of Garden Computers, and no other terms shall be applicable. No reseller, representative, agent or employee of GreenIQ is authorized to make any modification, extension or addition to these Terms or the warranty herein.

At present, payment for the Garden Computer is by means of PayPal or by credit card. The Garden Computer may be purchased at present by contacting GreenIQ or on our Site. GreenIQ reserves the right to add or change payment and purchase methods in its sole discretion. You must respect the terms and conditions of any payment methods you use. We reserve the right to cancel any order for Garden Computers if full payment is not timely received. You are solely responsible for any taxes on amounts you may pay or obtain through the Site. GreenIQ will deduct applicable charges and taxes from any payable amounts, as required by law.

Shipping and delivery dates are estimates only. Shipping, handling and tax are additional unless otherwise expressly indicated at the time of sale. GreenIQ will allow for returns and refunds within fourteen days, in accordance with our return policy and as required by applicable law. Returns will only be allowed for Garden Computers that have not been used. If you have received a damaged Garden Computer, you may not use it before returning it to us. You must provide us with evidence of payment in order to receive a refund. In order to be provided with a refund, you must ship the Garden Computer to us, at your cost. A refund of the amounts paid for the Garden Computer, minus shipping and handling costs, will be made within thirty (30) business days. We will not deduct such shipping and handling costs if the Garden Computer was provided to you in a damaged state.

Software (as defined below) provided with the Garden Computer is not sold, but is only licensed to you pursuant to the terms and conditions in these Terms.

## **Description of the Service.**

The Service is provided to you at present for free. GreenIQ reserves the right to begin or cease to charge for your use or access of any part of the Site or Service, or increase or decrease any amounts we charge for the use or access of the Site or Services, at any time in our sole discretion, upon reasonable notification. The Service, as further described on our Site, allows you to program the Garden Computer that you purchase from us via the Internet. The Service at present includes a web-application (the “**Webapp**”) and a cloud-based service for communicating between the Webapp and the Garden Computer. The Service is made available to you through the Webapp and includes (i) the Webapp; (ii) any software that is made available to you by GreenIQ and accessed by you in connection with the Service; (iii) the products, services, and features made available or provided to you by GreenIQ at its discretion in connection with the Service; and (iv) the content, text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, trademarks, service marks and logos, contained in or made available through the Service. The Service utilizes weather data and astronomical data that are provided to GreenIQ by third parties in order to provide you with customized services.

## **Your Responsibilities**

In order to obtain the Service you need to purchase and use a genuine GreenIQ Garden Computer. It is your responsibility to ensure that all the technological requirements for the proper operation of the Garden Computer are met, including, without limitation, power supplies, proper Wi-Fi connection and reception, an adequate router with DHCP support and internet access.

You must not, and shall not allow any other party to: (i) circumvent, disable or otherwise interfere with security-related features of the Site, Garden Computer and/or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Site, Garden Computer and/or Service; (ii) allow any third party to use the Garden Computer and/or Service; (iii) use the Site and/or Service to process data on behalf of any third party; (iv) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Service to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (v) reverse engineer, decompile or disassemble the Garden Computer and/or Service or any components thereof, except to the extent such acts are required by applicable law (in which case, you shall inform GreenIQ in writing in each instance prior to engaging in the activities set forth above); (vi) disclose or publish the results of any benchmark tests run on the Garden Computer and/or Service; (vii) use any robot, spider, scraper, site search or retrieval application or other automated means to access the Site and/or Service for any purpose; (viii) harvest, collect or mine information about other users of the Site, Garden Computer and/or Services; (ix) create a database by systematically downloading and storing all or any of the content on the Site. (x) take any action that imposes or may impose (at GreenIQ’s sole discretion) an unreasonable or disproportionately large load on the GreenIQ infrastructure; (xi) interfere or attempt to interfere with the integrity or proper working of the Site and/or Service, or any related

activities; (xii) modify, translate, patch, alter, change or create any derivative works of the Site, Garden Computer and/or Service, or any part thereof; (xiii) and/or use the Site, Garden Computer and/or Service in any unlawful, fraudulent, or unauthorized manner, in breach of these Terms or in a manner that does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations, etc. (in the case of any proposed or actual transaction, “applicable” refers to both your own location and to location(s) of all other parties to the transaction); or would cause GreenIQ to be in violation of any law or regulation, or to infringe any right of any third party

## **Intellectual Property**

GreenIQ and its licensors own the Site, Services and all content available through the Site, including all worldwide intellectual property rights therein, and the trademarks, service marks, and logos contained therein. GreenIQ and its licensors retain sole and exclusive ownership of all intellectual property rights and know-how embodied within and related to the Garden Computers, all accompanying documentation and the Services. You may not copy, further develop, reproduce, republish, modify, alter, download, post, broadcast, transmit or otherwise use any material made available in the Site or Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Site. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of GreenIQ or any third party.

When you purchase a Garden Computer, GreenIQ provides you with a non-exclusive, non-transferable, non-sublicensable, personal license to access and use any software included in the Garden Computers, or which GreenIQ may otherwise make available to you, including by updates, corrections, modifications, enhancements and improvements or Internet downloads (the “Software”), solely in executable form, solely as installed on the Garden Computer by GreenIQ or its agents, and solely as necessary for you to use the Garden Computers in compliance with these Terms. You shall not, and shall not allow any third party, to (a) decipher, disassemble, reverse engineer, attempt to find the underlying code of, or decompile any part of the Software; (b) modify or create derivative works of any part of the Software; (c) remove or obscure any logos, proprietary markings or notices on the Software, or (d) distribute, sublicense or transfer the Software to any third party or allow any third party to examine the Software without the prior written consent of GreenIQ. To the extent any of the restrictions set forth in this Section are not enforceable under applicable law, you shall inform GreenIQ in writing in each instance prior to engaging in the activities set forth above.

GreenIQ shall retain all ownership of the Software and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, and GreenIQ’s intellectual property, and any rights therein not explicitly granted to you hereunder, are reserved to and shall remain solely and exclusively proprietary to GreenIQ (or its third party licensors).

When you use the GreenIQ Service, you create data (“Data”) that is related to programming your Garden Computer. You hereby provide GreenIQ a limited non-exclusive, non-transferable license to use, upload, display, copy, manipulate and store Data solely in connection with providing the Service to you. As between you and GreenIQ, you retain exclusive ownership of the Data. You acknowledge and agree that you remain solely responsible and liable for the Data.

GreenIQ may allow you to participate in forums and to post reviews. We refer to all of the foregoing as "**User Content**".

GreenIQ has no obligation to accept, display, review or maintain any User Content. Moreover, GreenIQ reserves the right to edit, delete, distort or move user Content from the Site and/or Services without notice for any reason at any time. Any posted or submitted User Content shall not be considered confidential and may be disseminated by GreenIQ without any compensation to you. User Content that you submit or post may be available to the public, and you should have no expectation of privacy in the same. GREENIQ DOES NOT ENDORSE ANY CONTENT OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED BY ANY USER AND GREENIQ EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH CONTENT.

You are fully and solely responsible for any User Content you submit or post. You agree that you will not act in any way or transmit or post any User Content that: (a) restricts or inhibits use of the Site and/or Services; (b) solicits another person's password or other personal information under false pretenses; (c) impersonates another user or otherwise misrepresents yourself in any manner; (d) infringes (or results in the infringement of) the intellectual property, moral, publicity, or privacy rights of any third party; (e) is (or you reasonably believe or should reasonably believe to be) illegal, fraudulent, or unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (f) does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations, etc. (in the case of any proposed or actual transaction, "applicable" refers to both your own location and to location(s) of all other parties to the transaction); or would cause GreenIQ to be in violation of any law or regulation, or to infringe any right of any third party; (g) contains falsehoods or misrepresentations that may damage GreenIQ or any third party; (h) imposes an unreasonably or disproportionately large load on our infrastructure; or (i) posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: (i) material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (ii) material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening, (iii) pornography (including any obscene material, and anything depicting children in sexually suggestive situations whether or not depicting actual children) or may be harmful to a minor, (iv) any virus, worm, Trojan horse, or other harmful or disruptive component or (v) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate.

GreenIQ may choose at its sole discretion monitor User Content for inappropriate or illegal behavior, including through automatic means; provided, however, that GreenIQ reserves the right to treat User Content as content stored at the direction of users for which GreenIQ will not exercise editorial control except when violations are directly brought to GreenIQ's attention.

GreenIQ does not request your feedback concerning the Site, the Garden Computers and/or the Services. Nonetheless, if you provide GreenIQ with any feedback (including through any contact information available on the Site) concerning the Site, the Garden Computers and/or

the Services or by submitting or posting any User Content, you also grant GreenIQ and its successors a worldwide, non-exclusive, royalty-free, perpetual, sublicensable and transferable license to use, copy, distribute, transmit, modify, prepare derivative works of such feedback, in any media format and through any media channels, including incorporating such feedback and/or User Content in the Site, Garden Computers and/or the Services or any documentation or user manuals prepared by GreenIQ and including without limitation, for commercially promoting the Site, Services and/or the Garden Computer.

### **Content Linked to by GreenIQ**

Portions of the Site (including, without limitation, advertisements) may involve linking to or using web sites belonging to third parties. The Site may also provide you with links to access the sites of third party retailers. Additionally, payments made by means of PayPal are subject to the terms of service of PayPal. We have no control over third-party sites, and all use of third-party sites is at your own risk. Additionally, GreenIQ cannot accept responsibility for any payments processed or submitted through such third party sites, or for the privacy policies of any such sites. GreenIQ is not responsible for content or services available by means of such sites. GreenIQ does not endorse any products or services offered by third parties and we urge our users to exercise caution in using third-party sites.

### **Disclaimers & Disclaimer of Warranty**

Your use of the Site, Garden Computer and/or Services is at your sole discretion and risk. Provision of Services is dependent upon the receipt of information from a variety of third-party sources, including with respect to weather data and astronomical data and cannot guarantee the accuracy of such information. The Site and Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from GreenIQ. Warranty for the Garden Computer is only as described in these Terms. GREENIQ EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE, GARDEN COMPUTER, AND/OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. GREENIQ DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED: (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITE, GARDEN COMPUTER, CONTENT AND SERVICES; OR (II) THAT THE SITE, GARDEN COMPUTER AND/OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SITE AND SERVICES.

### **Limitation of Liability**

GreenIQ is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software due to technical problems or traffic congestion on the internet or on the Services and/or Site, including any injury or damage to users or to any person's computer or mobile device related to or resulting in connection with the use of the Site, Garden Computer and/or

Services. Under no circumstances shall GreenIQ be responsible for any loss or damage, including damage to your garden and/or property and including personal injury or death, resulting from use of the Garden Computer, Site or Services. Your use of the Garden Computer, Site and/or Services is at your own risk.

IN NO EVENT SHALL GREENIQ OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, THE GARDEN COMPUTER, AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SITE, GARDEN COMPUTER, GARDEN COMPUTER DOCUMENTATION OR THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT GREENIQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. GREENIQ MAKES THE SITE, GARDEN COMPUTER AND THE SERVICES AVAILABLE SOLELY PURSUANT THIS LIMITATION OF LIABILITY.

### **Indemnification**

You agree to indemnify, defend, and hold harmless GreenIQ and its employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs or expenses (including reasonable attorneys' fees and court expenses) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer or password; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Site, Garden Computer or Services, including any transactions that you conduct or attempt; (c) your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law.

### **Miscellaneous**

These Terms shall be governed by the law of the State of Israel, exclusive of its choice of law rules, and without regard to the United Nations Convention on the International Sales of Goods. Your conduct may also be subject to other local, state, and national laws. Any action to be brought in connection with these Terms or the Site shall be brought exclusively in the competent courts in the city of Tel-Aviv/Jaffa, and you irrevocably consent to their jurisdiction. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action against GreenIQ must be brought within one (1) year of the date such cause of action arose. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and GreenIQ or enables you to act on behalf of GreenIQ. We may at any time, without prior notice assign any and all of our rights under these Terms to any other entity. We may elect to keep archives of all or parts of the Site, but we cannot guarantee that anything available on the Site, or any records or information relating to the Site, will be archived, or that any archives will be preserved or

made publicly available. We may delete any such information without notice, at our sole discretion.

These Terms constitute the entire agreement between GreenIQ and you pertaining to the subject matter hereof. Nothing contained in these terms shall be construed to limit the actions or remedies available to GreenIQ with respect to any prohibited activity or conduct. Non-enforcement of any term of these Terms does not constitute consent or waiver, and GreenIQ reserves the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. These Terms are for the benefit of GreenIQ (and respective assignees), all of which shall have the right to assert and enforce its provisions against you directly on its own behalf.

*Last updated: January 2015*