



## Terms of Service

DERA DIGITAL ENVIRONMENTAL RISK ASSESSMENT Ltd. (“DERA”, or “us”, “our”, “we”) provides a website and service which provides certain information on environmental factors (together, the “Service/s”) available at <https://www.DERA.co.il/> (the “Site”). These Terms of Service (“Terms”) govern your access and use of the Service. “You” or “Your” means a user of the Service.

Please read these Terms carefully. These Terms govern your access to and use of the Service. You must accept these Terms prior to using the Service. By using the Service (including all Content available through the Service), you signify your assent to both these Terms and our Privacy Policy, which is available in this [link](#) (the “Privacy Policy”). Changes may be made to these Terms from time to time. Your continued use of the Service will be deemed acceptance to amended or updated terms. If you do not agree to any of these Terms, please do not click “ACCEPT” and do not make any use of the Service.

### Use of Service

DERA allows you to access and use the Service subject to the terms and conditions of these Terms for internal use only. This does not allow you to make any commercial use of the Service, Content or Indicator (as defined below).

Use of and access to the Service and/or Site is void where prohibited. By using the Service or accessing the Site, you represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older or have the permission of your parent or guardian, and (d) your use of the Service and/or Site does not violate any applicable law or regulation or any obligation you may have to a third party. Currently, DERA makes the Service available free-of-charge to you, but DERA may choose at any time to charge for your future use of the Service.

You acknowledge that DERA may, in its sole discretion and at any time, modify the Service and/or discontinue providing the Service or any part thereof without notice. DERA has no obligation to maintain or support the Service or provide updates in respect thereof.

### The Service uses

1. Google Maps. By using the Service, you agree to be bound by Google’s Terms of Use, located at <https://developers.google.com/maps/terms>.
2. The Service uses OSM Maps. By using the Service, you agree to be bound by OSM’s Terms of Use, located at [https://wiki.osmfoundation.org/wiki/Terms\\_of\\_Use](https://wiki.osmfoundation.org/wiki/Terms_of_Use)

### Accounts

You may register to use DERA by providing the requested information. We may change the method of registration at our discretion. DERA reserves the right to refuse to allow any user to open an account for any reason at its sole discretion. You agree that you will supply accurate and complete information to us in the creation of your account and the use of the 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.



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 fully and solely responsible for the security of your computer system, mobile device, and all activity on your account, even if such activities were not committed by you. We may terminate your use of the Services if you let someone use your account inappropriately or if you or anyone using your account violates these Terms. You agree to immediately notify us of any unauthorized use of your account. DERA will not be liable for any losses or damage arising from unauthorized use of the Services, and you agree to indemnify and hold DERA harmless for any improper or illegal use of the Services, and any charges and taxes incurred, unless you have notified us via e-mail at [contact@dera.earth](mailto:contact@dera.earth).

### Termination of Use

You agree that DERA may for any reason, in its sole discretion and without notice, terminate your account and/or use of the Service. Grounds for such termination may include (i) extended periods of inactivity, (ii) violation of the letter or spirit of these Terms, (iii) fraudulent, harassing, or abusive behavior, or (iv) behavior that is harmful to other users, third parties, the community ethos of our Services or the business interests of DERA. In the event that we terminate your account, you may not register for the Services again without our express permission. If you believe that any action has been taken against your account in error, please contact us at [contact@dera.earth](mailto:contact@dera.earth).

If DERA believes, in its 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 Service. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity, Content, and behavior of anyone believed to have violated these Terms or to have engaged in illegal behavior on the Service and/or Site. Any suspension, termination, or cancellation of your account shall not affect your obligations to DERA and its licensors under these Terms (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

### Content

Certain types of content may be made available through the Service and/or the Site. “**Content**” as used in these Terms means, collectively, all content on or made available through the Service and/or the Site, including but not limited to pictures and text posted by means of the Service or anywhere on the Site. This Content may include information regarding the probability of soil contamination and other problems with certain land (“**Indicator**”). Currently, DERA uses satellite images, remote sensing, and its proprietary algorithm to create the indicator, which includes parameters about the probability of ecology, electro-magnetic radiation, soil contamination, noise pollution, air pollution and additional environmental parameters

### Intellectual Property

DERA and its licensors own the Service, including all worldwide intellectual property rights in the Service, Content and Indicator, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Service, Content, or Indicator. You will not remove, alter, or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Service,



Content or Indicator. 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 DERA or any third party.

### **Your Responsibilities**

DERA cannot and does not accept any responsibility or liability in respect of the use that you make of the Services, including without the limitation of the Content and/or Indicator. While we make our best efforts to provide you with useful information, we cannot guarantee that all such information will be suitable to your needs, appropriate or accurate. DERA DOES NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE ACTIONS OR INACTIONS YOU CHOOSE TO TAKE AS A RESPONSE TO THE SERVICES, INDICATOR AND/OR ANY CONTENT. Please be aware that DERA's policy is to make all efforts to cooperate with law enforcement officials regarding any unlawful behavior, and we will share all data as required to cooperate with any law enforcement request.

### **Use Restrictions**

The software and technology underlying the Service is the property of DERA, and you may not do or attempt to (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Service, including in order to allow you to copy or download any Content and/or the Indicator; (b) modify the Service or insert any code or product, or manipulate the Service in any way, (c) circumvent, disable, or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content and/or the Indicator; (d) use the Service, Indicator and/or Content in connection with any commercial endeavors in any manner; (e) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Service; or (f) harvest, collect or mine information about other users of the Service and/or Site.

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

Your use of the Service, Content and/or Indicator is at your sole discretion and risk. The Service, Content and/or Indicator are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from DERA. DERA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICE, CONTENT AND/OR INDICATOR, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. DERA DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICE, CONTENT AND/OR INDICATOR; OR (II) THAT THE SERVICE 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 SERVICE.

Content on the Service and information used for creating the Indicator comes from a variety of sources, including third party sources, such as satellite images and data collected from sensors. DERA attempts to be as accurate as possible. HOWEVER, DERA DOES NOT WARRANT THAT ANY INFORMATION, ESTIMATION OR DESCRIPTION IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. DERA IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT POSTED ON THE SERVICE, WHETHER CAUSED BY DERA, ITS SOURCES, USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SERVICE. DERA CANNOT AND DOES NOT ACCEPT ANY LIABILITY FOR ANY RELIANCE BY YOU ON SUCH INFORMATION. We reserve the right to correct any errors, inaccuracies or omissions and to change or update Content and/or the indicator at any time without prior notice.



It is your responsibility to actually test the soil and other parameters (including noise pollution) in any particular location. DERA is not responsible for the information included in the Services, Content and/or Indicator and the effect such information has on any of your decisions or on the value of any property and/or soil or otherwise.

Although users must agree to these Terms, it is possible that other users (including unauthorized users) may post or transmit offensive or obscene materials that you may be involuntarily exposed to such offensive or obscene materials, and you hereby agree to waive, and do waive, any legal or equitable rights or remedies you have or may have against DERA with respect to thereto. It also is possible for others to obtain personal information about you due to your use of the Service, including any Content that you may choose to make available. Anyone receiving or viewing Content may use your information for purposes other than what you intended. We are not responsible for the use of any personal information that you disclose on the Service or through any Content. Please carefully select the type of information that you post on the Service or release to others. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER MEMBERS OR USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICE OR OTHERWISE.

No advice or information, whether oral or written, obtained by you from DERA, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

### **Limitation of Liability**

DERA assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any Content and/or the Indicator. DERA is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Service and/or Site, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the Service. Under no circumstances shall DERA be responsible for any loss or damage, including personal injury or death, resulting from use of the Service, from any Content posted on or through the Service, including without limitation the Indicator, or from the conduct of any users of the Service, whether online or offline.

IN NO EVENT SHALL DERA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE, CONTENT AND/OR INDICATOR, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICE, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT DERA 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 AND IN NO EVENT SHALL DERA'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO DERA FOR USE OF

THE SERVICE. IF YOU HAVE NOT MADE ANY PAYMENTS TO DERA FOR THE USE OF THE SERVICE, THEN DERA SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.



### **Indemnification**

You agree to indemnify, defend, and hold harmless DERA and its respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expenses (including reasonable attorneys' fees) 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 Service; (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. You agree that your use of the Service, including, without limitation, provision of services in connection with the Service) shall be in compliance with all applicable laws, regulations and guidelines.

### **Content Linked to by DERA**

Portions of the Service and/or Site (including, without limitation, advertisements) may involve linking to or using websites belonging to third parties. The Service and/or Site may also provide you with links to access the websites of third-party vendors or retailers. We have no control over third-party websites, and all use of third-party websites is at your own risk. Additionally, DERA cannot accept responsibility for the privacy policies of any such websites. DERA is not responsible for content or available by means of such websites. DERA does not endorse any products or offered by third parties and we urge our users to exercise caution in using third-party websites.

### **Miscellaneous**

These Terms shall be governed by the law of the State of Israel exclusive of its choice of law rules. 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 courts in 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 DERA 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 DERA or authorizes you to act on behalf of DERA. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between DERA and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. We may assign our rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. We may elect to keep archives of all or parts of the Service, but we cannot guarantee that anything available on the Service, or any records or information relating to the Service, 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.