

## TERMS OF USE

### Welcome

Welcome to the agmatix website (the "**Website**") owned and operated by Israeli Chemicals (ICL) Ltd ("**we**", "**us**", "**our**").

Please carefully read the following Terms of Use (the "**Terms**"). By using or accessing the Website, you agree to be bound by the Terms. If you do not agree to the Terms, you may not use the Website in any way.

If you are under the age of 18 you may not use the Website in any way.

### About the Website

Our Website presents informative content about us, our technology, solutions, partners, and more. These are publicly accessible to all users visiting our Website ("**Website Visitors**").

### Contacting us

You may contact us through the Website with questions, inquiries, suggestions and proposal. You may also use the Website to submit your application for an open position at agmatix. However, we are not obligated to engage in any business dealings with you, or hire you. We may, but are not obligated to, inform you of the grounds for our decision regarding your proposal or application. You will have no plea, claim or demand against us in connection with any decision we may or may not make regarding your own, or anyone else's, application or proposal.

### Website use and restrictions

Subject to these Terms, you may access and view the content available on the Website.

You are solely responsible for all acts and omissions associated with your access to and use of the Website.

When using the Website, you must refrain from –

- Violating any rules, guidelines or instructions that we may convey with respect to the Website;
- Interfering with or disrupting the functionality of the Website;
- Breaching the security of the Website or identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of the Website, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented on the Website;

- Sending automated or machine generated queries;
- Using robots, crawlers and similar applications to scrape, harvest, collect or compile content from the Website;
- Submitting false, inaccurate, deceptive or misleading content;
- Displaying the Website or any part thereof in an exposed or concealed frame, or linking to content on the Website, independently from the manner in which they originally appear;
- Impersonating any person or entity, or making any false statement pertaining to your identity;
- Collecting or processing personal information about Website Visitors or Registered Users;
- Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, including laws governing securities or privacy.

You may not submit or otherwise communicate through the Website any content that:

- May infringe rights of other parties, including patents, copyrights, trade secrets, trademarks, business confidentiality, a person's right to privacy or right of publicity;
- May include software viruses, spyware or any other malicious applications;
- May be prohibited by any applicable law, regulatory guidelines or court orders; or
- May be threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable.

WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE WEBSITE. WE MAY SUSPEND OR TERMINATE YOUR REGISTERED USER ACCOUNT, OR BLOCK YOUR ACCESS TO AND USE OF THE WEBSITE, WITHOUT PRIOR NOTICE, IF WE, IN OUR SOLE DISCRETION, BELIEVE THAT YOU ARE MISUSING THE WEBSITE.

### Content you send us

You are solely responsible for any and all content and materials you submit to us.

By submitting content or materials to us, you give us permission to use those materials, for the following purposes:

- Evaluating and considering your inquiry or application.
- Managing the administrative and operational aspects of the Website and grants.
- Enforcing these Terms and our Privacy Policy, preventing misuse of the Website, complying with legal requirements, assisting competent authorities, and acting in case of a dispute involving you, with respect to the Website or our grant activities.

### Your privacy



We respect your privacy. Our [Privacy Policy](http://www.agmatix.com/privacy-policy/) <http://www.agmatix.com/privacy-policy/> which is incorporated to these Terms by reference, explains the privacy practices on the Website.

### **Intellectual property**

We and our licensors own all rights, title and interest in and to the Website, including copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith.

Other than as expressly permitted in the Terms, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Website, any part thereof or any the content on the Website, either by yourself or by a third party on your behalf, in any way or by any means.

You may not use any name, mark, logo or domain name that is similar to our marks, logos and Internet domain names. You must refrain from any action or omission that may dilute, or damage our goodwill.

### **Changes on the Website; discontinuation**

We may, at any time and without prior notice, change the layout, design, scope, features or availability of the Website.

Such changes, by their nature, may cause inconvenience or even malfunctions. YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH THE INTRODUCTION OF SUCH CHANGES OR FROM ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.

We may, at any time and in our sole discretion, discontinue or terminate the operation of the Website, or any part thereof, temporarily or permanently, for all users, or for certain users, without any liability to you. We may also suspend the operation of the Website, in whole, or in part, for all users, or for certain users, for periodic maintenance or similar purposes, without any liability to you.

### **Changes to the Terms**

From time to time, we may change the Terms. Your continued use of the Website after the effective date of the amended Terms constitutes your consent to the amended Terms. The latest version of the Terms will always be accessible on the Website.

### **DISCLAIMER OF WARRANTY**

THE WEBSITE IS PROVIDED FOR USE "AS IS" AND "WITH ALL FAULTS". WE AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVISORS, CONSULTANTS,



SUBCONTRACTORS AND ASSIGNEES (COLLECTIVELY, OUR “**STAFF**”) DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE, THE CONTENT AND OTHER MATERIALS POSTED ON THE WEBSITE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRECTNESS, LEGAL COMPLIANCE, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, AVAILABILITY, SAFETY, SECURITY OR ACCURACY. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE WEBSITE IS ENTIRELY, OR TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THE WEBSITE WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES OR IMMUNE FROM ERRORS, GLITCHES OR UNAUTHORIZED ACCESS.

### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE CONTENT, THE USE OF, OR THE INABILITY TO USE THE WEBSITE OR THE MATERIALS PRESENTED ON IT, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE WEBSITE, OR FROM YOUR RELIANCE ON THE CONTENT OR MATERIALS PRESENTED ON THE WEBSITE.

### **Governing Law & Dispute Resolution**

Regardless of your place of residence or where you access or use the Website from, these Terms and your use of the Website will be exclusively governed by and construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than Israel.

Any dispute, controversy or claim which may arise out of or in connection with these Terms or the Website, shall be submitted to the sole and exclusive jurisdiction and venue of the competent courts located in Tel Aviv, Israel.

### **General**

Whenever used in these Terms, the term "Including", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.



These Terms constitute the entire agreement between you and us concerning the subject matter herein and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

These Terms may only be modified by written amendment duly executed by us. No waiver, concession, extension, representation, alteration, addition or derogation from the Terms by us, or pursuant to the Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative.

Failure on our part to demand performance of any provision in the Terms shall not constitute a waiver of any of our rights under the Terms.

You may not assign or transfer your rights and obligations under the Terms without our prior written consent. Any attempted or actual assignment by you, without our prior written consent, shall be null and void. Notwithstanding the provisions of applicable law, we may assign these Terms in their entirety, including all rights, duties, liabilities, performance and obligations therein, upon notice to you and without obtaining your further specific consent, to a third-party. By virtue of such assignment, the assignee assumes our stead, and we are released from all right, duties, liabilities, performance and obligations.

If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court or arbitration tribunal, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of the Terms shall continue to remain in full force and effect.

### Contact Us

You may contact us with any questions or comments, at [info@agmatix.com](mailto:info@agmatix.com)

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