

## GreenQ Terms of Service

GreenQ Ltd. ("**GreenQ**" or, "**us**", "**our**", "**we**") provides software for the continuous monitoring and optimizing of waste collection processes (the "**Solution**") through its Internet site and/or application available at [www.greenq.gq] (the "**Site**"). The Solution is connected to GreenQ's tracking device installed on garbage trucks or other vehicles or garbage cans (the "**Device**"). Such garbage trucks, other vehicles or garbage cans are operated by or on behalf of the licensor of the Device ("**Licensor**"). These Terms of Service ("**Terms**") govern your access and use of the Site and all content ("**Content**", as further defined below) and services available through the Site ("**Services**"). "**You**" means any adult user of the Site, or any parent or guardian of any minor whom you allow to use the Site and the Services, and for whom you will be held strictly responsible or any user of the Site using the Site on behalf of its employer, in which case these Terms apply to such employer as well.

Please read these Terms carefully. These Terms govern your access to and use of the Site. By clicking on the button marked "I agree" you signify your assent to both these Terms and our Privacy Policy, which is available at <https://greenq.gq/member-login/>. [Changes may be made to these Terms from time to time. Your continued use of the Site or Services will be deemed acceptance to amended or updated terms. If you do not agree to any of these Terms, please do not use the Site or Services.]

### Services

You may use the Site, and the Content and Services provided through the Site, for your personal use only. You shall not use the Site or Services to provide any services or content to any third party, and you shall not make any commercial use of the Site, Services or Content. GreenQ may, in its sole discretion and at any time, discontinue providing any part of the Site or the Services without notice.

Use of the Services and access to the Site is void where prohibited. By using the Services, you represent and warrant that (a) 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, have your parent's or guardian's permission to enter into this agreement, or otherwise have the ability to form a binding contract; and (d) your use of the Site or Services does not violate any applicable law or regulation or any obligation you may have to a third party.

### Account Registration

Upon completion of installation of the Device(s) on the relevant garbage truck or other vehicle or garbage can, GreenQ shall provide you with a username and password, enabling you to log into your account. Your account allows you to use the Site and Services, subject to these Terms and our Privacy Policy. GreenQ reserves the right to refuse to allow you to use your account for any reason, at its sole discretion.

To use your account, you must provide information as may be requested by GreenQ. All information provided during the registration process must be accurate, and you agree to keep such information updated.

You agree to immediately notify GreenQ of any unauthorized use of your GreenQ account or password. You are fully and solely responsible for the security of your computer system or mobile phone device and all activity on your account, even if such activities were not committed by you. GreenQ 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 GreenQ 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 via e-mail to [info@greenq.co.il](mailto:info@greenq.co.il) that your account has been compromised, and have requested us to block access to it. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the Site and/or Services.

## **Term and Termination of Account**

You may use the Services for a period in respect of which the fees have been paid ("**Term**"). Following the Term, your access shall automatically terminate, unless we agree to renew your access, subject to payment of the relevant fees, as will be agreed between the parties in a separate document.

GreenQ may terminate your account if you violate any of these Terms. Upon termination of your account for any reason, you shall not have any further access to any Content that may be available through your account.

If GreenQ 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 Site. We will fully cooperate with any law enforcement investigation or court order requesting or directing us to disclose the identity, behavior or Content of anyone believed to have violated these Terms or to have engaged in illegal behavior. Any suspension or termination of your account shall not affect your obligations under these Terms nor will it affect any other terms herein, which by their sense and context are intended to survive such suspension or termination (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability).

## **Content**

Certain types of content may be made available through the Site or the Services. "**Content**" as used in these Terms means, collectively, all content on or made available through the Site or through the Services, including but not limited to Analytics (as defined below), and any modifications or derivatives of the foregoing.

The Site may allow you to post certain content and/or images and/or pictures or to communicate with other users of the Site relating to and/or employed by Licensor. All content and communications by users is referred to as "**User Content**." You are fully and solely responsible for any User Content you submit, post or communicate through the Site. You represent and warrant that any such User Content complies with all applicable law, that you have all necessary rights to submit any such User Content through the Site and Services, and that no such User Content infringes or violates any third party intellectual property rights, privacy or publicity rights, or moral rights. GreenQ has no obligation to accept, display, review or maintain any User Content. Moreover, GreenQ reserves the right to remove and permanently delete any Content, including any User Content submitted or modified by any user, without notice and for any reason. WE DO NOT ENDORSE ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER CONTENT) OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT, AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH CONTENT.

GreenQ may choose at its sole discretion to monitor User Content for inappropriate or illegal behavior, including through automatic means; provided, however, that GreenQ reserves the right to treat User Content as content stored at the direction of users for which GreenQ will not exercise editorial control except when violations are directly brought to GreenQ's attention. GreenQ has the right to edit, delete, distort, modify or move User Content from the Site or Services without notice for any reason at any time. Additionally, GreenQ has the right to refuse to transmit, email, post or broadcast any User Content (including refusing to allow a user to post or distribute such User Content through a third party) without notice for any reason at any time.

Content on the Site comes from a variety of sources. You understand that GreenQ is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to this Content.

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 us with respect to thereto. 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.

### **Content Restrictions**

Without limiting the foregoing, you agree that you will not transmit, submit or post any User Content that: (1) Violates the legal rights of others, including defaming, abuse, stalking or threatening users; (2) Infringes (or results in the infringement of) the intellectual property rights, moral rights or other rights of any third party; (3) 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; (4) does not comply with all applicable laws, rules and regulations; (5) Publishes falsehoods or misrepresentations that may damage us or any third party; (6) Involves gambling activities, or the payment or acceptance of payments relating to gambling activities; (7) Imposes an unreasonably or disproportionately large load on our infrastructure; or (8) 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: (a) 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), (b) material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening, (c) pornography or obscene material, (d) any virus, worm, trojan horse, or other harmful or disruptive component or (e) 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 or offensive.

### **Use Restrictions**

You may not do or attempt to do any of the following: (1) Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software and/or hardware, as applicable, used to provide the Services, Solution, Device, Content or the Site without our prior written authorization, including framing or mirroring any part of the Site; (2) Circumvent, disable, or otherwise interfere with security-related features of the Services or the Site or features that prevent or restrict use or copying of any Content; (3) Use the Site, Content, Device, Solution or Services in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) 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 Site; (5) Use or access another user's account or password without permission; or (6) Use the Site or Content thereon in any manner not permitted by these Terms.

### **Analytics**

The Services shall provide you with information in respect of the data collected from the Device through the Solution, including reports and analytics (all of the foregoing, the "**Analytics**"). You may copy, modify, download and use the Analytics for any internal purpose. GreenQ makes no warranty that the Analytics provided shall be useful to your business. You are solely responsible for any action you may take based on the Analytics, and in making any decision you should take into account the

possibility that information provided by the Analytics may not correctly reflect current or future trends. You hereby agree to receive messages from us by short message services (SMS) on your cellular phone and/or by electronic mail with updates and reminders regarding the Analytics.

### **Intellectual Property**

GreenQ or its licensors, as the case may be, own the Site, Solution, Device, Services and all Content available on the Site, including all worldwide intellectual property rights in the Site, Solution, Device, Services and Content, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the Site, Solution, Device, Content or the Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Site, Solution, Device, Content or Services. 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 GreenQ or any third party.

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

Your use of the Site, Solution, Device, Content and Services is at your sole discretion and risk. The Site, Content, Solution, Device and Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. While we make reasonable efforts to have Services and Content that are informative and useful, we do not make any warranties or representations in respect of any Services or Content. We do not represent or warrant that you will find any Services or Content to be informative or useful for your own needs.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE, CONTENT, SOLUTION, DEVICE AND SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITE, SOLUTION, DEVICE, CONTENT AND SERVICES; OR (II) THAT THE SITE AND 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.

### **Linked Content**

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 vendors including, without limitation, for the purpose of reviewing or using their services. We have no control over third-party sites, and all use of third-party sites is at your own risk. Additionally, GreenQ cannot accept responsibility for any payments processed or submitted through such third party sites, or for the privacy policies of any such sites. GreenQ is not responsible for content or services available by means of such sites. GreenQ does not endorse any products or services offered by third parties and we urge our users to exercise caution in using third-party sites.

### **Limitation of Liability**

We assume 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, the Content, Solution, Device or Services. We are 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 any of the Site or Services or combination thereof, including any injury or damage to you or to any person's computer related to or resulting from the Site, Solution, Device or Services or the use thereof. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Site, Solution, Device, Content or Services.

IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, ASSIGNEES 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 SITE, CONTENT, SOLUTION, DEVICE AND SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SITE OR THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE 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 OUR MAXIMUM CUMULATIVE LIABILITY TO YOU UNDER ANY CAUSE(S) OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID US IN THE TWELVE MONTHS PRECEDING THE APPLICABLE CLAIM OR SERIES OF CLAIMS.

### **Indemnification**

You agree to indemnify, defend, and hold harmless GreenQ and each of our respective employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs or expenses (including court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer, mobile device or password; (b) any claim, loss or damage experienced from your use or attempted use of the Site or the Services; (c) your violation of any law or regulation; (d) any other matter for which you are responsible hereunder or under law.

### **Miscellaneous**

These Terms shall be governed by the laws of the State of Israel exclusive of its choice of law rules and the courts located in Tel Aviv/Jaffa shall have exclusive jurisdiction. Any cause of action against GreenQ 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 GreenQ or enables you to act on behalf of GreenQ. GreenQ may assign all of its rights and obligations hereunder. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled.

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