

FIELDBIT
END-USER TERMS OF USE

These Terms of Use Agreement and all applicable service-specific terms (“**Agreement**”) govern your access to and use of any websites, mobile sites, mobile applications, products or services (the “**Services**”) offered by FIELDBIT LTD (“**Fieldbit**” “**we**” “**us**” “**our**”).

BY ACCESSING AND/OR USING THE SERVICES IN ANY MANNER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOLLOWING EULA, INCLUDING THE TERMS OF OUR PRIVACY AND COOKIE NOTICE AND YOU ACCEPT AND AGREE TO BE BOUND BY THESE EULA. IF YOU DO NOT ACCEPT THESE TERMS UNCONDITIONALLY IN THEIR ENTIRETY, YOU SHALL NOT (AND SHALL HAVE NO RIGHT TO) ACCESS OR USE THE SERVICES. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AS AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in our Privacy Notice available at [://www.fieldbit.net/legal_info](http://www.fieldbit.net/legal_info) which this EULA is incorporated thereto by reference.

Wherever used in these EULA, “**you**”, “**your**”, “**Customer**”, or similar terms, they mean the person or legal entity accessing or using the Services. If you access and use the Services 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 this Agreement.

1. Definitions

“**Commercial Agreement**” or “**Master SaaS Agreement**” means a document signed between you, or authorized representative that specifies, among other things, a description of the Services, the fees, the Term, and any other details specifically related to the Services.

“**Customer Content**” means all information and data (including text, images, photos, videos, audio, and documents) or any other content in any media and format provided or made available by or on your behalf in relation to the use of the Services.

“**Fair Use Policy**” means the limits placed on usage as described in Section 2.4.

“**Taxes**” means all taxes, assessments, charges, fees, and levies that may be levied or based upon the sale or license of goods and/or services, as the case may be, including all sales, use, goods and services, value added, and excise taxes, custom duties, and assessments together with any instalments with respect thereto, and any interest, fines, and penalties with respect thereto, imposed by any governmental authority (including federal, state, provincial, municipal, and foreign governmental authorities).

“**Third-Party Services**” means products, services, applications, or websites made available by third parties through our Services (i.e., companies or people who are not Fieldbit).

“Authorized user” means the user that uses the Services (“you”, “your”, “customer”)

2. **Fieldbit Services**

- 2.1. **Services.** During the Term, subject to the terms and conditions of this Agreement, and solely for your personal or internal business purposes, Fieldbit grants you a right to access and use our Services, and support, if applicable, in accordance with the terms of any agreement signed between you and Fieldbit and/or purchase order, if applicable.
- 2.2. **Updates and Functionalities.** You acknowledge that from time to time Fieldbit may apply updates to the Services and that such updates may result in changes in the appearance and/or functionality of the Services (including the addition, modification, or removal of functionality, features, or content). Excluding the addition of wholly new products, Fieldbit shall provide, implement, configure, install, support, and maintain at its own cost any and all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Services (collectively, the “**Updates**”).
- 2.3. **Limitations on Use.** You undertake to use the Services solely for the internal business purposes and subject to the Commercial Agreement terms and relevant law and regulation. You shall (i) be responsible for your compliance with these EULA, including the Fair Use Policy; (ii) be solely responsible for the accuracy, quality, integrity, and legality of Customer Content and of the means by which you acquired or generated Customer Content; (iii) use reasonable efforts to prevent unauthorized access to or use of the Services, including keeping your password and user name confidential and not permitting any third party to access or use your user name, password, or account for the Services; (iv) be solely responsible and liable for all activity conducted through your account in connection with the Services; (v) promptly notify Fieldbit if you become aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of user name, password, or account; (vi) use the Services only in accordance with applicable laws and government regulations; (vii) comply in all respects with all applicable terms of Third-Party Services that you subscribe to or otherwise access in connection with your use of the Services; (viii) be responsible for obtaining, paying for, repairing and maintaining all the equipment, software, hardware and services required for getting access to and using the Services.

You must not (a) make the Services available to anyone other than yourself; (b) use the Services to store or transmit any content, that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws, or send spam or other unsolicited messages in violation of applicable law; (c) upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component; (d) attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, copy, or disrupt the integrity or the performance of the Services, any third-party use of the Services, or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law); (e) access the Services in order to build a competitive product or service or copy any ideas, features, functions, or graphics of the Services; (f) attempt to gain unauthorized access to the Services or its related systems or networks; or (g) authorize, permit, or encourage any third party to do any of the above.

- 2.4. **Fair Use Policy.** Fieldbit may suspend your access to the Services for abusive practices that degrade the performance of the Services for you and/or other customers of Fieldbit.

- 2.5. **Third-Party Products and Services.** You acknowledge that the Services may enable or assist you to access, interact with, and/or purchase Third-Party Services. When you access the Third-Party Services, you will do so at your own risk. These Third-Party Services may also allow you to store your Customer Content with the provider or operator of the Third-Party Services. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not Fieldbit. Fieldbit makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Services or any transactions completed, and any contract entered into by you with any such third party.
- 2.6. **Non-Exclusivity.** You acknowledge that the rights granted to you under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict Fieldbit's right to license, sell, or otherwise make available the Services to any third party or perform any services for any third party.
- 2.7. **Using the Services on your Mobile Device.** It is clarified that the "Device(s)" may be mobile phone or tablets (iOS or Android) /supported smart glasses. In order to use the Services on your mobile device a permission to access different features on your mobile device will be asked. This permission is required in order to use the Services. Permission is required regarding the following features: (a) Wi-Fi - in order to connect to Wi-Fi networks; (b) personal data and details – please see our Privacy and Cookie Policy.(c) GPS – in order to obtain your mobile device location; (d) camera/pictures– in order to use the Services on-site and send pictures and videos to authorized person; (e) allow push notifications–in order to get real time notification; (f) email access–in order to verify users, and communicate with the user.

3. Information Security

Fieldbit follows generally accepted industry standards and uses technical and organizational measures (TOM's) to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of personal data. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect personal data, we cannot guarantee its absolute security:

- We limit access to personal data about you to employees, contractors and agents who we believe reasonably need to come into contact with that personal data. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.
- We have physical, electronic, and procedural security measures and safeguards to reasonably protect personal data. Our servers and databases are protected by industry standard security technology, such as industry standard firewalls and password protection.
- We train our employees with the importance of confidentiality and maintaining the privacy and security of personal data. We commit to taking appropriate disciplinary measures to enforce our employees' privacy responsibilities.
- Although we cannot guarantee against any loss, misuse, unauthorized disclosure, alteration or destruction of data, we try to prevent such unfortunate occurrences.

Your obligations as a user:

- You may not assign or transfer your rights or delegate your duties under your account and/or this Agreement without the prior written consent of the Fieldbit.
- **The responsibility for maintenance the confidentiality of the login credentials is solely up to you, if you provide a password and a username.** You agree not to disclose your login credentials to any third party. If you forget your password, you can request to have a new password sent to your registered e-mail address. You will be risking your account in a case of letting someone else to use it inappropriately and therefore we reserve the right to terminate your account according to this violation.
- We recommend you keep your password safe and not to write it on notes or stick it to your mobile device or around your computer.
- In case you choose the “remember me” option, you can log in automatically (without entering your log-in details) as long as you do not sign out, change your password, and reset the mobile device or computer. In this case, in order to keep your privacy, you should set a screen saver on your mobile device or computer using a password with minimum of 7 digits and change it every 6 months.
- You must notify us immediately of any unauthorized use of your account of login credentials or any other breach of security that occurs. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with the Agreement or from any unauthorized use of your account or any other breach of security. You may be liable for the losses of Fieldbit and/or others due to any such use.
- You must only use the Services on devices with supported operation systems and anti-virus.

4. Intellectual Property

- 4.1. **Ownership of Proprietary Rights.** The Services, including without limitation any underlying data, software, platforms, algorithms, technology, application and website design, any information, services, texts, feedback, files, sound, music, videos, various applications, social graphs, organization, structure, specifications, features and any modifications, enhancements and derivatives thereof and all Intellectual Property Rights related thereto ("**Fieldbit's IPR**") are the property of the Fieldbit and/or its respective affiliates which retains all right, title and interest in connection therewith. No transfer or grant of any rights by Fieldbit is made or is to be implied by any provision of this Agreement or by any other provision contained in the Services with respect to Fieldbit's IPR or otherwise, except for the limited license. "**Intellectual Property Rights**" means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress and goodwill rights; (c) patents, patent applications and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.
- 4.2. **Feedback.** You may from time to time provide suggestions, comments or other feedback to Fieldbit with respect to the Services ("**Feedback**"). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for Fieldbit notwithstanding anything else. You shall, and hereby do, grant to Fieldbit a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

- 4.3. **Responsibility for Customer Content.** You are solely responsible for the Customer Content that you upload, publish, display, link to, or otherwise make available via the Services, and you agree that Fieldbit is only acting as a platform for your use. Fieldbit will not review, share, distribute, or reference any Customer Content except as provided herein and as provided on the Commercial Agreement, or as may be required by law. Notwithstanding the foregoing, Fieldbit retains the authority to remove any Customer Content uploaded that it deems in violation of this Agreement, at its sole discretion.

5. Term and Termination

- 5.1. **Term of the Agreement (“Term”).** The term of this Agreement shall commence on the day you enter and/or use our Services and shall continue until your subscription ends, or your account is cancelled, and you cease using our Services.
- 5.2. **Termination.** If you violate the letter or spirit of this Agreement, abuse the Services, or otherwise create risk or possible legal exposure to Fieldbit, we can terminate or suspend your access to the Services at our sole discretion. We will use commercially reasonable efforts to notify you by email or at the next time you attempt to access your account.
- 5.3. **Effects of Termination.** Upon termination of this Agreement for any reason, (i) you will immediately cease all use of the Services; (ii) you will have no further access to your accounts provided by Fieldbit; and (iii) you will pay Fieldbit all unpaid amounts owing to Fieldbit in accordance with the Commercial agreement.
- 5.4. **Survival.** Any provision of this Agreement which, either by its terms or to give effect to its meaning, must survive, and such other provisions which expressly, or by their nature, are intended to survive termination shall survive the expiration or termination of this Agreement.

6. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, FIELDBIT EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FIELDBIT SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, AND NONINFRINGEMENT, THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT ITS SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. IN ADDITION, FIELDBIT DOES NOT WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FIELDBIT OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. FIELDBIT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE CONTENT MADE AVAILABLE THROUGH THE SERVICES, INCLUDING THE CUSTOMER CONTENT AND MENTIONS, OR ANY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. FIELDBIT DOES NOT CONTROL OR VET CUSTOMER CONTENT AND IS NOT RESPONSIBLE FOR WHAT USERS POST, TRANSMIT, OR SHARE ON OR THROUGH THE SERVICES. FIELDBIT IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY THIRD-PARTY SERVICES

OR SUPPORTED PLATFORMS ASSOCIATED WITH OR UTILIZED IN CONNECTION WITH THE SERVICES, INCLUDING THE FAILURE OF ANY SUCH THIRD-PARTY SERVICES OR SUPPORTED PLATFORMS. FIELDBIT EXPRESSLY DENIES ANY RESPONSIBILITY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. IF YOU ARE DISSATISFIED OR HARMED BY FIELDBIT OR ANYTHING RELATED TO FIELDBIT, YOU MAY CANCEL YOUR FIELDBIT ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 6.2 (TERMINATION), AS APPLICABLE, AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY (AND FIELDBIT'S SOLE AND EXCLUSIVE LIABILITY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. Indemnification

You shall defend, indemnify, and hold harmless Fieldbit, its affiliates, directors, officers, employees, and agents from and against all claims, losses, damages, penalties, liability, and costs, including reasonable attorneys' fees, of any kind or nature which are in connection with or arising out of a claim (a) alleging that the Customer Content or your use of the Services infringes or violates the intellectual property rights, privacy rights, or other rights of a third party or violates applicable law; (b) relating to, or arising from, Customer Content, or your breach of Section 2.3 or Section 2.7; or (c) relating to, or arising from, Third-Party Services.

8. Limitation of Liability

8.1. TO THE MAXIMUM PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL FIELDBIT AND ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL INCLUDING BUT NOT DEROGATING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF THE SERVICES, OR RELIANCE ON ANY OF FIELDBIT'S IPR OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY THE COMPANY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE MAXIMUM LIABILITY CLAIM WILL NOT EXCEED THE PAID AMOUNT FOR THE PRECEDING 12 MONTHS. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS ARE MATERIAL BARGAINED FOR BASIS OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS.

- 8.2. The maximum liability claim will not exceed the paid amount for the preceding 12 months.
- 8.3. Fieldbit 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 Services.
- 8.4. You acknowledge that you use the Services on your own risk and that the Services enable, among other uses, collaborations between a field person and office person of the User in order to solve problems on site. Any outcome of such collaboration is under your sole responsibility. Fieldbit shall not be liable regarding any forbidden and / or reckless and / or malice use of the Services, which may cause damage (direct, indirect, incidental, special etc.) to you and / or your Authorized Users and/ or devices / equipment and /or sites, other than the warranties Fieldbit must provide to you in accordance with the applicable Law.

9. Minors

The usage of the Services is limited under the age of sixteen (16) years old. If you are under the age of sixteen (16), your usage must be only under supervision or with the direct consent of your parent or a legal guardian, who has agreed to any agreement you enter into while using the Services, including these terms of Service. We reserve the right to require you at any stage to provide proof of age, and, if applicable, approval of your use of the Services by your parent or legal guardian, so that we can verify that only eligible Users are using the Services. Fieldbit is not unknowingly maintain personal information regarding to minors under the age of sixteen (16). In a case of a service's usage under the age of sixteen (16) without any supervision or any consent of a parent or a legal guardian, Fieldbit reserves the right to prohibit and block such user from accessing the Services and will make all efforts to delete any personal information.

10. Changes to the Services

Fieldbit reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Services (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the content available through the Services may be changed, modified, edited or extended in terms of content and form or removed at any time without any notice to you. Fieldbit reserves the right not to upload any content you may make available to the Services. You agree that Fieldbit shall not be liable to you or to any third party for any modification, suspension, error, malfunction or discontinuance of the Services (or any part thereof). In addition, Fieldbit may, at any time and in its sole discretion, elect to charge a fee in consideration for providing the Services.

11. Jurisdiction

These Terms, and the rights and remedies provided hereunder, and any and all claims, disputes and controversies arising hereunder or related hereto and/or to the Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from these Terms, or any related transaction shall be governed by, elucidated and enforced in all respects solely and exclusively in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles, and shall be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts in Tel Aviv, Israel.

12. Contact Us

If you have any further questions or require further clarification, please contact us by sending an email to: info@fieldbit.net.