TERMS OF USE – Controllers

(Last updated: 30 Sep 2026)

INRODUCTION

These Terms of Use ("**Terms**") apply to your use of the internet connected services and functionalities ("**Services**") offered in connection with the use of climate and irrigation control devices labelled and/or marketed by Speria (Rotem) Ltd or any of its affiliates ("**Controller(s)**") and constitute a binding contract between you, duly acting on behalf of a corporation or other legal entity, and Speria (Rotem) Ltd ("**Speria**", "**we**", "**us**", or "**our**"). The Services are solely intended for commercial use, to the exclusion of any private use.

Speria grants you the right to use the Services pursuant to these Terms (as amended from time to time) and any other applicable terms included or referenced herein or in the Services. You accept these Terms by activating the Controller in the relevant Speria mobile or web application ("**App**"), pairing the Controller with your farm in the App and clicking "Accept Terms of Use". Pairing of the Controller may for certain Controllers or Apps require an unlocking procedure. If you for any reason do not accept parts of these Terms do not proceed by clicking "Accept Terms of Use". If the Terms are not accepted, the Services will not be available and Speria will not be able to provide any support to you and you will not be able to see any Controller Data (as defined below) in the App.

We reserve the right to alter the content of these Terms, at any time, without prior notice, by publishing an updated version of these Terms https://rotem.com/terms-of-use/. By using the Services or by continuing to use the Services after an update to these Terms, you acknowledge your full understanding of and accept the updated Terms.

If you wish to terminate the Terms including the access to the Services, you can do so by rejecting the "Terms of Use" when prompted during the setting up of Controllers or unpairing existing Controllers from the farms where they have been registered, subject to the termination provisions provided for herein.

If you choose to reject the "Terms of Use", Speria is entitled to, in its sole discretion and without giving any prior notice to you, disconnect the Services and any other relevant related Speria services.

Information regarding the processing of your personal data in connection with your use of the Services is provided in our Privacy Policy, available at https://rotem.com/terms-of-use/.

LICENSE

By accepting these Terms in accordance with the above, we grant you a non-exclusive, non-transferable, non-sublicensable, personal, limited, revocable license to use the Services on the terms and conditions set out in these Terms ("**License**").

USE OF THE SERVICES

These Terms apply solely to the use of the Services and not to any other non-internet connected functions of the Controller.

Classified as Internal

In addition to any other user restrictions as provided for under these Terms and except as expressly permitted under these Terms, you shall not:

(a) override any security feature or circumvent any access controls or use limits of the Controller and the Services;

(b) violate the intellectual property rights or other rights of Speria;

(c) without prejudice to your rights with respect to the Controller Data (as defined below), copy, reproduce, republish, reuse, upload, post, transmit or distribute any content presented in or provided through the Services, including without limitation for public or commercial purposes;

(d) rent, lease, sub-license, loan, distribute or sell/re-sell the Services;

(e) incorporate the Services with any other programs; and

(f) make alterations to, or modifications of the whole or any part of the Services, or disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services.

CONTROLLER DATA

You grant (or warrant that the owner of the following rights has expressly granted) Speria, during the entire intellectual property rights protection period (as applicable), a perpetual, non-time limited, non-revocable, worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable right to store, display, view, download, modify and alter any data collected by the Controller ("**Controller Data**") and use it for the purposes of, including without limitation, troubleshooting, support and statistical purposes as well as for Speria' product development activities. Speria shall have the right to share and transfer Controller Data to third parties to the extent required for the purposes of, including without limitation, provision of services (such as part of an independent service offering), troubleshooting, support, analytical and statistical purposes as well as product development activities.

If the Controller Data includes personal data, the processing of such data is subject to our Privacy Policy.

SERVICE AVAILABILITY

Speria reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the Services (or any part thereof).

You agree that Speria may suspend your access to the Services if Speria, in its own discretion, reasonably concludes that your use of the Services is causing immediate and/or ongoing harm to Speria or others. Consequently, you agree that Speria will not be liable to you or any third parties for any suspension of access to the Services under such circumstances as described in the foregoing.

THIRD PARTIES

We do not have any control and assume no responsibility for the content of any third party website or mobile application which may be linked to in the Controller. Such linked websites and mobile applications, if any, are provided "as-is" for convenience purposes only

Classified as Internal

with no express or implied warranty for the information provided therein. The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to your use of such third party websites and applications.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights (to be interpreted as broadly as legally permitted) existing in the Services shall remain the property of Speria, its affiliates and their respective licensors. Furthermore, any trademarks and logos used in connection with the Controller and the Services are the trademarks and logos of Speria, its affiliates and their respective licensors. Nothing in these Terms constitutes a transfer, assignment or grant of any ownership rights in any intellectual property rights from Speria or any third party to you.

Use of information generated by the Services for any unauthorized purpose without the prior written consent of Speria is expressly prohibited.

WARRANTY

USE OF THE SERVICES IN THE USER'S OWN OPERATIONS IS AT THE USER'S OWN RISK. THE SERVICES ARE PROVIDED ON AN AS-IS BASIS AND AS-AVAILABLE BASIS. SPERIA DOES NOT REPRESENT NOR WARRANT THAT THE USER'S USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET THE USER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY SPERIA OR THAT THE OPERATION OF THE SERVICES WILL AT ALL TIMES BE SECURE OR THAT SPERIA WILL AT ALL TIMES BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING OR DESTROYING CONTROLLER DATA OR THE USER'S CONFIDENTIAL INFORMATION. THE WARRANTY STATED ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY SPERIA. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE USER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE USER'S PURPOSE.

LIMITATION OF LIABILITY

SPERIA' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS HOWSOEVER ARISING, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY THE USER TO SPERIA FOR THE USE OF THE SERVICES DURING THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED OR, IF THE EVENT GIVING RISE TO THE CLAIM OCCURRED BEFORE THE THREE (3) MONTH PERIOD HAS ELAPSED, DURING SUCH SHORTER PERIOD.

SPERIA SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, REVENUE, PROFITS, PRODUCTION, GOODWILL, USE, DATA, ANTICIPATED SAVINGS OR OTHER ECONOMIC ADVANTAGE (IRRESPECTIVE OF IF SUCH DAMAGE IS DIRECT OR

Classified as Internal

INDIRECT) AS WELL AS ANY CONSEQUENTIAL, INDIRECT DAMAGES, INCIDENTAL OR PUNITIVE DAMAGES, ARISING OUT OF, BASED UPON OR RESULTING FROM THESE TERMS OR YOUR USE OF THE SERVICES, EVEN IF SPERIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE, PROVIDED THAT SUCH EXCLUSIONS AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE MANDATORY LAW.

TERMINATION

Speria may terminate the Terms with immediate effect and at any time without prior notice, without incurring any liability whatsoever. The user may terminate these Terms at any time and the termination will be effective at the end of the current subscription period, if any. Upon termination, you will not have access to the Services. **You acknowledge and agree that Speria shall have no obligation to refund any amounts already paid by you, for services already rendered to and accepted by you, in the event of termination of these Terms.**

MISCELLANEOUS

Speria has the right to engage any of its affiliates or other third parties to perform any part of its obligations under these Terms.

In the event any provision of the Terms is wholly or partly invalid, the validity of the Terms as a whole shall not be affected and the remaining provisions of the Terms shall remain valid. To the extent that such invalidity materially affects a party's benefit from, or performance under, these Terms, it shall be reasonably amended.

The user may not, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under these Terms without Speria' prior written consent.

The Terms apply to use of the Services and do not change or alter any other contract or agreement between you and Speria.

GOVERNING LAW AND DISPUTE RESOLUTION

The Terms shall be interpreted and governed by the laws of Israel (without regard to its conflicts of law provisions), and any disputes in relation hereto are subject to the exclusive jurisdiction of the courts in Israel.

No rule of construction shall be applied to the disadvantage of a party to the Terms because that party was responsible for or participated in the preparation of these Terms or any part of it.

CONTACT

If you have any questions or concerns regarding the Services, you may contact us by using the below contact information:

Speria (Rotem) Ltd

Customer Support: +972-3-920-6200, Customer Support - Speria

Classified as Internal