TERMS OF USE – Controllers
使用条款 – 控制器

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INRODUCTION
介绍

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.
本使用条款（以下简称"条款"）适用于您对Speria (Rotem) Ltd 或其任何关联公司所标识及/或销售的气候及灌溉控制器（**"**控制器**"**）相关的互联网在线服务及功能（"服务"）的使用，并构成您（代表贵公司或其它法律实体）与 Speria (Rotem) Ltd（"蒙特"或"我方"）之间具有约束力的合同。服务仅适用于商业用途，不适用于任何私人用途。

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.
蒙特授予您根据本条款（及其不时修订的版本）以及本条款或服务中包含或引用的任何其它适用条款使用服务的权利。您在相关的蒙特移动或网络应用程序（"应用程序"）中激活控制器，在应用程序中将控制器与您的农场配对，然后单击"接受使用条款"，即表示您接受这些条款。对于某些控制器或应用程序，控制器的配对可能需要解锁程序。如您出于任何原因不接受本条款任何部分，请不要点击"接受使用条款"。如果条款未被接受，服务将无法使用，蒙特将无法为您提供任何支持，并且您将无法在应用程序中看到任何控制器数据（定义见下文）。

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 on 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.
我方保留随时通过在 https://rotem.com/terms-of-use/ 发布本条款更新版本方式更改本条款内容的权利，恕不另行通知。您若使用服务或在本条款更新后继续使用服务，即表示您承认完全理解并接受更新后的条款。

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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.
如您希望终止条款，包括终止对服务的使用，您可在设置控制器或取消控制器与农场配过程中出现提示时拒绝"使用条款"。本条款的终止受本条款项下终止条款的管辖。

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.
如您选择拒绝"使用条款"，蒙特有权自行决定切断服务及任何其它相关蒙特服务，且无需事先通知您。

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/
有关处理与您使用服务相关的个人数据的信息，请参阅公布于 https://rotem.com/terms-of-use/ 的我方隐私政策。

LICENSE
许可

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**").
通过根据上述接受本条款，我方授予您非排他、不可转让、不可再许可、个人、有限、可撤销的许可，以根据本条款项下的条款条件使用服务（"许可"）。

USE OF THE SERVICES
服务的使用

These Terms apply solely to the use of the Services and not to any other non-internet connected functions of the Controller.
本条款仅适用于服务的使用，不适用于控制器的任何其它非互联网连接功能。

In addition to any other user restrictions as provided for under these Terms and except as expressly permitted under these Terms, you shall not:
除本条款所述的其它使用限制外，且除非本条款明确允许，您不得：

(a) override any security feature or circumvent any access controls or use limits of the Controller and the Services;
屏蔽任何安全设置或规避控制器及服务的任何访问控制或使用限制；

(b) violate the intellectual property rights or other rights of Speria;
侵犯蒙特的知识产权或其它权利；

(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;

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在不影响您对控制器数据（定义见下文）的权利的情况下，复制、仿造、重新发布、重复使用、上传、发布、传输或分发服务中或通过服务提供的任何内容，包括但不限于用于公共或商业目的；

(d) rent, lease, sub-license, loan, distribute or sell/re-sell the Services;
出租、租赁、再许可、出借、分发或出售/转售服务;

(e) incorporate the Services with any other programs; and
将服务纳入任何其它程序；或

(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.
对服务的全部或任何部分进行更改或修改，或对服务的全部或任何部分进行反汇编、反编译、逆向工程或创建衍生品。

CONTROLLER DATA
控制器数据

You grant (or warrant that the owner of the following rights has expressly granted) Speria during the entire intellectual property rights protection period, 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.
您授予（或保证以下权利的所有者明确授予）蒙特在知识产权受保护期限内永久有效、无时限、不可撤销、全球性、免费、全额缴清、非排他、且可再许可的权利，以存储、显示、查看、下载、修改及变更控制器收集的任何数据（"控制器数据"），并将其用于包括但不限于故障排除、支持及统计目的以及蒙特的产品开发活动。蒙特有权在必要范围内将控制器数据共享并传输至第三方，包括但不限于为提供服务（例如作为独立服务项的一部分）、故障排除、分析、统计及产品开发活动之目的而进行的数据传输。

If the Controller Data includes personal data, the processing of such data is subject to our Privacy Policy.
如控制器数据包括个人数据，则此类数据的处理受我方的隐私政策的约束。

SERVICE AVAILABILITY
服务可用性

Speria reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the Services (or any part thereof).
蒙特保留在任何时候对服务（或其任何部分）做临时性或永久性修改、更新及/或升级的权利。

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

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you or any third parties for any suspension of access to the Services under such circumstances as described in the foregoing.
您同意，如蒙特按其自由裁量合理断定您对服务的使用对蒙特或其他人造成直接及/或持续性的损害，蒙特可暂停您对服务的使用。有鉴于此，您同意蒙特对您或任何第三方在上述情况下暂停服务使用不承担任何责任。

THIRD PARTIES
第三方

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 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.
我方对控制器中可能链接到的任何第三方网站或移动应用程序的内容没有任何控制权，也不承担任何责任。该等链接网站及移动应用程式（如有）仅为方便起见、按"现状"提供，蒙特对其中所提供的资料无任何明示或暗示的质量保证。该等第三方网站及移动应用程序的条款条件、使用条款及隐私政策将适用于您对此类第三方网站及应用程序的使用。

INTELLECTUAL PROPERTY RIGHTS
知识产权

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.
服务中涉及的所有知识产权（在法律允许的最大范围内）应归属于蒙特、其关联公司及其许可方所有。此外，与控制器及服务相关的任何商标和标识均为蒙特、其关联公司及其许可方的商标和标识。本条款中的任何内容均不构成蒙特或任何第三方对任何知识产权的任何所有权的转让、让与或授予。

Use of information generated by the Services for any unauthorized purpose without the prior written consent of Speria is expressly prohibited.
未经蒙特事先书面同意，明确禁止将服务生成的信息用于任何未经授权的目的。

WARRANTY
保证

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

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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. 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.
用户在其业务操作中使用服务的风险由用户自行承担。服务按“现状”及“现有”基础提供。蒙特不声明也不保证用户对服务的使用是安全、及时、不间断或无错误的，或服务将满足用户的要求，或服务中的所有错误都将得到纠正，或服务不含病毒或其它有害组件，或服务将与非蒙特提供的其它硬件、软件、系统或数据结合使用，或服务运行始终安全，或蒙特始终能防止第三方访问或破坏控制器数据或用户保密信息。上述是蒙特提供的唯一且排他的保证。没有任何其它明示或暗示的质量保证或条件，包括但不限于适销性或特定用途适用性的质量保证或条件。用户承担一切责任自行判断服务或由此生成的信息是否准确或满足用户目的。

LIMITATION OF LIABILITY
责任限制

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.
蒙特因本条款引起或与之相关的一切责任累计不得超过用户在引起索赔的事件发生之日前三（3）个月内因使用服务而向蒙特支付的费用总额（如有），或者，如引起索赔事件发生后未满三（3）个月的，则适用该更短的期限。

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 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.
在任何情况下，蒙特均不对任何损害或损失负责，包括但不限于任何业务、收入、利润、生产、商誉、使用、数据、预期节省或其它经济利益的损失（无论该等损失是直接的还是间接的），以及因本条款或基于您对服务的使用或由此引起或导致的任何连带损失、间接损失、附带或惩罚性损失，即使蒙特已被告知该等损失的可能性。在适用的强

制性法律不禁止的前提下，无论损失是否因违约、违反质量保证、疏忽或任何其它原因而产生，上述责任限制及排除均适用。

TERMINATION
终止

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 in the event of termination of these Terms.
蒙特有权随时无需事先通知立即终止本条款，且无需承担任何责任。用户可随时终止本条款，该终止将在当前订购有效期（如有）届满时生效。本条款终止后，您将无法使用服务。您承认并同意，如本条款终止，蒙特无义务退还您已支付的任何款项。

MISCELLANEOUS
其它

Speria has the right to engage any of its affiliates or other third parties to perform any part of its obligations under these Terms.
蒙特有权指派其任何关联公司或其他第三方履行其在本条款下的任何义务。

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.
如本条款的任何规定全部或部分无效，则本条款整体的有效性不受影响，本条款的其余规定应继续有效。如该等条款的无效对一方从本条款中获得的利益或履行的义务产生重大影响，则应对其进行合理修改。

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.
未经蒙特事先书面同意，用户不得全部或部分转让、质押或以其它方式处置其在本条款项下的权利和/或义务。

The Terms apply to use of the Services and do not change or alter any other contract or agreement between you and Speria.
本条款适用于服务的使用，不改变或更改您与蒙特之间的任何其它合同或协议。

GOVERNING LAW AND DISPUTE RESOLUTION
适用法律及争议解决

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.
本条款应由以色列法律解释并管辖（不包括其法律冲突规定），与本条款有关的任何争议均受以色列法院专属管辖。

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CONTACT
联系

If you have any questions or concerns regarding the Services, you may contact us by using the below contact information:
如您对服务有任何疑问或疑虑，可通过以下联系信息与我方联系：

Speria (Rotem) Ltd

[+972-3-920-6200] Customer Support - Speria