

Growee Technologies Ltd. ("**Growee Technologies**", or "**us**", "**our**", "**we**") provides a pH and fertilizers controller (the "**Hydroponic Computer**"), and related services as defined below (the "**Services**"). These Terms of Service (these "Terms") constitute a legal agreement between Growee Technologies and yourself ("**you**", "**User**"). By accessing or using the Growee Technologies Internet site located at <http://www.Getgrowee.com> ("**Site**") or the Growee mobile application (the "App"), purchasing the Hydroponic Computer and using any service provided by us you agree that you have read, understood, accept and agree to be bound by these Terms, as well as our Privacy Policy, which is available at <http://www.getgrowee.com>. If you do not agree to these Terms or the Privacy Policy, do not access or use the Site, the App, the Hydroponic Computer or any Services provided through the Site or the App.

We reserve the right, in our sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. You are responsible for reviewing these Terms periodically. Your continued use of the Site, the App, the Hydroponic Computer or the Service after a change or modification of these Terms has been made will constitute your acceptance of the revised Terms. You agree that we may modify any part of the Site, App or Service, at any time or discontinue the Service or any part thereof, for any reason, without notice to you and without liability. In addition, we may begin or cease to charge for your use or access of any part of the Site or Service, or increase or decrease any amounts we charge for the use or access of the Site, the App or Services, at any time in our sole discretion.

Use of the Site, the App and Services Subject to your agreement and compliance with these Terms, Growee Technologies hereby grants you the non-exclusive, non-transferable, non-sublicensable fully revocable and limited right to access and use the Site and the App for your own purposes. Subject to your agreement and compliance with these Terms and ownership of a genuine Growee Technologies Hydroponic Computer, Growee Technologies hereby grants you, a worldwide, non-exclusive, non-transferable, non-sublicensable, fully revocable and limited right to access and use the Service during the Term (defined below) for your personal and internal business purposes only.

You may not use the Site, the App or the Services as a service bureau or to assist third parties. You must be 18 years of age or older or have the permission of your parent or guardian to use the Site, the App or the Services. You may not use the Site, the App or the Services if your access to or use thereof violates any applicable law or regulation. You may purchase the Hydroponic Computer for your personal or internal use only, and not for resale or export of any kind. Purchase of the Hydroponic Computer may be subject to any applicable export laws.

Account

You must create a Growee Technologies account in order to activate the Hydroponic Computer, use the Service or obtain automatic updates for any software embedded in your Hydroponic Computer. You agree that you will supply accurate and complete information to us in the creation of your account and the use of the Site, the App and Services, and that you will update such information promptly after it changes. You shall have all responsibility for any inaccuracies in any information you provide to us, or in respect of your failure to keep such information up-to-date. Growee Technologies reserves the right to refuse to allow a user to open an account for any reason, or to limit the number of accounts a user can establish on the Site or App, all at Growee Technologies's sole discretion. You shall not share your account or login information with any third party, nor let any third party access your account, and are responsible for maintaining the confidentiality of the login information for your account. You are solely responsible for all uses of your account and your login information, whether by you or any third party. In the event you become aware of or reasonably suspect any breach of

security of your account or any unauthorized use or disclosure of your login information, you must notify us immediately via e-mail to contact@Getgrowee.com.

Growee Technologies 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 Growee Technologies 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 that your account has been compromised, and have requested us to block access to it. This includes illegal or improper use by someone to whom you have given permission to use your account. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the Site or the App.

Termination of Account

If we believe, in our 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 or the App. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone believed to have violated these Terms or to have engaged in illegal behavior on the Site, the App or through the Services.

Growee Technologies may suspend or terminate the Service (as defined below) and/or your account at any time upon written notice to you in the event that you breach these Terms and, to the extent that the breach can be cured, you do not cure that breach within fourteen (14) days of said notice. You may request termination of your Growee Technologies account at any time and for any reason by sending an email to contact@Getgrowee.com. Any suspension, termination, or cancellation shall not affect your obligations to Growee Technologies under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation or any obligations to Growee Technologies under the terms and conditions set out herein for the sale of Hydroponic Computers. Upon termination of your account and/or the Service, you will lose all access to the Service and to any Data (as defined below) that we may be storing in connection thereto on your

behalf. It is your responsibility to keep records of your Data. Notwithstanding the foregoing, for a period of forty-five (45) days from the effective date of termination of these Terms we will provide you, upon your written request, with a reasonable opportunity to download your Data at a time designated by us. We reserve the right to permanently delete from our (or our third party service provider's) servers any Data that may be contained in your account at any time following the said forty-five (45) day period. We do not accept any liability for any deactivation of the Service or Data that is deleted in connection thereto.

Hydroponic Computers

Subject to the terms of this warranty, Growee Technologies warrants the Hydroponic Computer and accompanying Software (as defined below) against any material defects in workmanship that interfere with the normal operation of the Hydroponic Computer when used in accordance with Growee Technologies' user guide provided to you at purchase for a period of one year from the date of original retail purchase (the "Warranty Period"). The warranty shall not apply in the event that the Hydroponic Computer (including any Software), is (a) used other than in accordance with the Terms of Service, or the Growee Technologies user guide or other guidelines provided by Growee Technologies or otherwise misused (b) modified, repaired or serviced by any person or entity other than Growee Technologies; for

the avoidance of doubt, the modification of any software embedded in the Hydroponic Computer shall result in the immediate voiding of the warranty; (c) combined with or installed on/with operating systems, hardware or other non Growee Technologies equipment; (e) installed not in accordance with documentation or instructions of Growee Technologies ; or (f) damaged by causes beyond the reasonable control of Growee Technologies , such as a fire, flood or earthquake. The warranty does not apply to cosmetic damage or defects caused by normal wear and tear. The warranty extends only to you and does not extend to any other individual or entity. The warranty shall be voided if any serial number shall be removed or defaced. If you have any questions regarding the warranty, please contact us at contact@Getgrowee.com. If you submit a valid claim during the Warranty Period, we may at our discretion repair the Hydroponic Computer, replace it with a functionally equivalent device or refund your money. These Terms set forth the entire agreement applicable to the purchase and sale of Hydroponic Computer, and no other terms shall be applicable. Software (as defined below) provided with the Hydroponic Computer is not sold, but is only licensed to you pursuant to the terms and conditions in these Terms.

Description of the Service.

The Service is provided to you at present for free. Growee Technologies reserves the right to begin or cease to charge for your use or access of any part of the Site, App or Service, or increase or decrease any amounts we charge for the use or access of the Site, App or Services, at any time in our sole discretion, upon reasonable notification. The Service, as further described on our Site and App, allows you to program the Hydroponic Computer. The Service at present includes a web-application available on the Site (the “**Webapp**”), the App and a cloud-based service for communicating between the Webapp and the Hydroponic Computer. The Service is made available to you through the Webapp and App and includes (i) the Webapp; (ii) the App; (iii) any software that is made available to you by Growee Technologies and accessed by you in connection with the Service; (iv) the products, services, and features made available or provided to you by Growee Technologies at its discretion in connection with the Service; and (v) the content, text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, trademarks, service marks and logos, contained in or made available through the Service. The Service utilizes weather data and astronomical data that are provided to Growee Technologies by third parties in order to provide you with customized services.

Your Responsibilities

In order to obtain the Service you need to purchase and use a genuine Hydroponic Computer. It is your responsibility to ensure that all the technological requirements for the proper operation of the Hydroponic Computer are met, including, without limitation, power supplies, proper Wi-Fi connection and reception, an adequate router with DHCP support and internet access.

You must not, and shall not allow any other party to: (i) circumvent, disable or otherwise interfere with security-related features of the Site, App, Hydroponic Computer and/or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Site, App, Hydroponic Computer and/or Service; (ii) allow any third party to use the Hydroponic Computer and/or Service; (iii) use the Site, App and/or Service to process data on behalf of any third party; (iv) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Service to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (v) reverse engineer, decompile or disassemble the Hydroponic Computer and/or Service or any components thereof, except to the extent such acts are required by applicable law (in which case, you shall inform Growee Technologies in writing in each instance prior to engaging in

the activities set forth above); (vi) disclose or publish the results of any benchmark tests run on the Hydroponic Computer and/or Service; (vii) use any robot, spider, scraper, site search or retrieval application or other automated means to access the Site, App and/or Service for any purpose; (viii) harvest, collect or mine information about other users of the Site, App, Hydroponic Computer and/or Services; (ix) create a database by systematically downloading and storing all or any of the content on the Site or the App. (x) take any action that imposes or may impose (at Growee Technologies's sole discretion) an unreasonable or disproportionately large load on the Growee Technologies infrastructure; (xi) interfere or attempt to interfere with the integrity or proper working of the Site, App and/or Service, or any related activities; (xii) modify, translate, patch, alter, change or create any derivative works of the Site, App, Hydroponic Computer and/or Service, or any part thereof; (xiii) and/or use the Site, App, Hydroponic Computer and/or Service in any unlawful, fraudulent, or unauthorized manner, in breach of

these Terms or in a manner that does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations, etc. (in the case of any proposed or actual transaction, "applicable" refers to both your own location and to location(s) of all other parties to the transaction); or would cause Growee Technologies to be in violation of any law or regulation, or to infringe any right of any third party.

Intellectual Property

Growee Technologies and its licensors own the Site, App, Services and all content available through the Site and App, including all worldwide intellectual property rights therein, and the trademarks, service marks, and logos contained therein. Growee Technologies and its licensors retain sole and exclusive ownership of all intellectual property rights and know-how embodied within and related to the Hydroponic Computers, all accompanying documentation and the Services. You may not copy, further develop, reproduce, republish, modify, alter, download, post, broadcast, transmit or otherwise use any material made available in the Site, App or Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Site and App. 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 Growee Technologies or any third party.

When you purchase a Hydroponic Computer, Growee Technologies provides you with a non-exclusive, nontransferable, non-sublicensable, personal license to access and use any software included in the Hydroponic Computers, or which Growee Technologies may otherwise make available to you, including by updates, corrections, modifications, enhancements and improvements or Internet downloads (the "Software"), solely in executable form, solely as installed on the Hydroponic Computer by Growee Technologies or its agents, and solely as necessary for you to use the Hydroponic Computers in compliance with these Terms. You shall not, and shall not allow any third party, to (a) decipher, disassemble, reverse engineer, attempt to find the underlying code of, or decompile any part of the Software; (b) modify or create derivative works of any part of the Software; (c) remove or obscure any logos, proprietary markings or notices on the Software, or (d) distribute, sublicense or transfer the Software to any third party or allow any third party to examine the Software without the prior written consent of Growee Technologies. To the extent any of the restrictions set forth in this Section are not enforceable under applicable law, you shall inform Growee Technologies in writing in each instance prior to engaging in the activities set forth above. Growee Technologies shall retain all ownership of the Software and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, and Growee Technologies' s intellectual property, and any rights therein not explicitly granted to you hereunder, are reserved to and shall remain solely and exclusively proprietary to Growee Technologies (or its third party licensors). When you use the Growee Technologies Service, you create data ("Data") that is related to programming your Hydroponic Computer. You hereby provide

Growee Technologies a limited non-exclusive, nontransferable license to use, upload, display, copy, manipulate and store Data solely in connection with providing the Service to you. As between you and Growee Technologies, you retain exclusive ownership of the Data. You acknowledge and agree that you remain solely responsible and liable for the Data.

Growee Technologies does not request your feedback concerning the Site, App, the Hydroponic Computers and/or the Services. Nonetheless, if you provide Growee Technologies with any feedback (including through any contact information available on the Site or the App) concerning the Site, App, the Hydroponic Computers and/or the Services or by submitting or posting any User Content, you also grant Growee Technologies and its successors a worldwide, non-exclusive, royalty-free, perpetual, sublicensable and transferable license to use, copy, distribute, transmit, modify, prepare derivative works of such feedback, in any media format and through any media channels, including incorporating such feedback and/or User Content in the Site, App, Hydroponic Computers and/or the Services or any documentation or user manuals prepared by Growee Technologies and including without limitation, for commercially promoting the Site, App, Services and/or the Hydroponic Computer.

Content Linked to by Growee Technologies

Portions of the Site and App (including, without limitation, advertisements) may involve linking to or using web sites belonging to third parties. The Site and App may also provide you with links to access the sites of third party retailers. We have no control over third-party sites, and all use of third-party sites is at your own risk. Additionally, Growee Technologies cannot accept responsibility for any payments processed or submitted through such third party sites, or for the privacy policies of any such sites. Growee Technologies is not responsible for content or services available by means of such sites. Growee Technologies does not endorse any products or services offered by third parties and we urge our users to exercise caution in using third-party sites.

Disclaimers & Disclaimer of Warranty

Your use of the Site, App, Hydroponic Computer and/or Services is at your sole discretion and risk. Provision of Services is dependent upon the receipt of information from a variety of third party sources and cannot guarantee the accuracy of such information. The Site and Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from Growee Technologies. Warranty for the Hydroponic Computer is only as described in these Terms. GROWEE TECHNOLOGIES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE, THE APP, HYDROPONIC COMPUTER, AND/OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. GROWEE TECHNOLOGIES DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED,: (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITE, HYDROPONIC COMPUTER, CONTENT AND SERVICES; OR (II) THAT THE SITE, HYDROPONIC COMPUTER AND/OR 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.

Limitation of Liability

Growee Technologies 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 Site, Hydroponic Computer and/or Services. Under no circumstances shall Growee Technologies be responsible for any loss or damage, including damage to your garden and/or property and including personal injury or death, resulting from use of the Hydroponic Computer, Site, App or Services. Your use of the Hydroponic Computer, Site, App and/or Services is at your own risk.

IN NO EVENT SHALL GROWEE TECHNOLOGIES OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, APP, THE HYDROPONIC COMPUTER, AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SITE, APP HYDROPONIC COMPUTER, HYDROPONIC COMPUTER DOCUMENTATION OR THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT GROWEE TECHNOLOGIES HAS 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. GROWEE TECHNOLOGIES MAKES THE SITE, APP, HYDROPONIC COMPUTER AND THE SERVICES AVAILABLE SOLELY PURSUANT THIS LIMITATION OF LIABILITY.

Indemnification

You agree to indemnify, defend, and hold harmless Growee Technologies and its employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs or expenses (including reasonable attorneys' fees and court expenses) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer or password; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Site, App, Hydroponic Computer or Services, including any transactions that you conduct or attempt; © your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law.

Miscellaneous

These Terms shall be governed by the law of the State of Israel, exclusive of its choice of law rules, and without regard to the United Nations Convention on the International Sales of Goods. Your conduct may also be subject to other local, state, and national laws. Any action to be brought in connection with these Terms, the App or the Site shall be brought exclusively in the competent courts in the city of Tel-Aviv/Jaffa, and you irrevocably consent to their jurisdiction. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action against Growee Technologies 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 Growee Technologies or enables you to act on behalf of Growee Technologies. We may at any time, without prior notice assign any and all of our rights under these Terms to any other entity. We may elect to keep archives of all or parts of the Site, but we cannot guarantee that anything available on the Site, or any records or information relating to the Site, will be archived, or that any archives will be preserved or made publicly available. We may delete any such information without notice, at our sole discretion. These Terms constitute the entire agreement between Growee Technologies and you pertaining to the subject matter hereof. Nothing contained in these terms shall be construed to limit the actions or remedies available to Growee Technologies with respect to any prohibited activity or conduct. Nonenforcement of any term of these Terms does not constitute consent or waiver, and Growee Technologies reserves the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. These Terms are for the benefit of Growee Technologies (and respective assignees), all of which shall have the right to assert and enforce its provisions against you directly on its own behalf.