Terms of use of the Ba'emek Technologies site

- 1. Welcome to the site of Ba'emek Advanced Technologies Ltd. (hereinafter: "**Ba'emek Technologies**", or "**the Company**") available at www.baemek.com (the "**Website**")
- 2. The purpose of the site is to provide retailers with information and services related to the activities of the Ba'emek Technologies and its products.
- 3. Use of the website represents consent to the terms of use listed below and on other pages on the website (the "**Terms of Use**"). It is clarified that the terms of use may change from time to time.
- 4. These Terms of Use regulate the relationship between the company and any person who visits, surfs the site and / or views content and / or surfs the site or the information contained therein in another method, or who wishes to do so (hereinafter: "the user", "the viewer", "you"). It is clarified that the terms of use apply to any viewing, attempt to use and use of the company's site or parts thereof. It is also clarified that browsing and viewing the site constitutes your consent to the terms of use, without any restriction or reservation.
- 5. If, at any time, you do not agree to any of the Terms of Use, you must immediately stop using this Site.
- 6. Everything stated in these terms in the masculine form also applies to females and vice versa, and everything stated in the singular form also applies to the plural and vice versa.
- 7. The user confirms that he has read the terms of use and agrees to them without any reservation. The user confirms that he is over the age of 18 and that there is no impediment to communicating with the company on these terms of use. To the extent that a user acts on behalf of a corporation, he acknowledges that he is authorized to act on their behalf and that the provisions of these Terms of Use (and the representations made thereunder) shall apply to him and the corporation and shall bind each and every one of them for any purpose.
- 8. The company reserves the right to offer additional and / or various services and / or products on the site. It is clarified that in relation to any existing or future service, there may be additional and / or different conditions and / or instructions (hereinafter: "additional conditions"). Unless otherwise stated, the provisions of the Terms of Use shall apply to the services and / or products listed in the Additional Terms, as such.
- 9. The section headings, in the terms of use, are for convenience only.

Services on the site

1. The site provides preliminary information for retailers on Ba'emek Technologies' products. It is emphasized that the latest detailed information about the products is the written information on their packaging.

- 2. The site has a lot of information about food, nutrition, and contains the opinions of experts in these fields and has various recommendations of officials in these fields. It is clarified, however, and emphasized that the information and advice provided on the site are for general information only. This information is not a substitute for reviewing and consulting professionals. The information on the site should not be considered a diagnosis or professional opinion (medical, nutritional or otherwise) or a recommendation for treatment. In any case where there is a concern about a medical problem or an issue in the field of nutrition, a doctor or nutritionist should be consulted. Do not make decisions based on the information appearing on the Ba'emek Technologies' site, and the company is not responsible for damages caused by decisions made based on the information appearing on the site.
- 3. The site provides and may provide information and content related to Ba'emek Technologies' activity and its products, intended primarily for retailers. Among other things, the site provides - and may provide - information about its various brands, about the company, the company's vision and values and other information regarding the company and its products.
- 4. The photos and / or descriptions of the items on the website are for illustration purposes only. In the event of a discrepancy between any of the features of an item appearing on the website and the features of the item marketed by Ba'emek Technologies, the determining features of the items will be those actually displayed and / or delivered by Ba'emek Technologies.
- 5. Ba'emek Technologies makes efforts to keep the information displayed on the site up to date. However, the information may not be complete and technical errors as well as other errors in the information may occurr. It is clarified that Ba'emek Technologies is not responsible for inaccuracies and errors made in the information and in connection with it.

Use of the site

- 1. Use of the website is for the purpose of providing information and services to retailers.
- 2. Use of the website is subject to consent to the terms of use and acceptance of them.
- 3. Notwithstanding the abovementioned, Ba'emek Technologies may prevent or restrict the use of any user on the site, and the services contained on the site, according to its sole discretion and for any reason, without having to justify it.
- 4. This site is to be used only for personal purposes.
- 5. By providing details and information to the site, the user of the site gives Ba'emek Technologies permission to make any use of them, without consideration.
- 6. One should not provide the site with content that offends a person or a group, content that incites against an individual or a group, content that calls for violence or encourages violence, content that encourages racism or unlawful discrimination, pornographic

content or content intended for adults only or illegal content, whose publication is illegal or encouraging acting against the law.

- 7. Use of the site by minors requires the consent of their guardian. Content submitted to the site by minors, including details that may reveal their identity, address, the school they attend, their e-mail address and telephone number, require the approval of their guardian.
- 8. Do not create a link to the site from any site that contains pornographic content, content that encourages racism or illegal discrimination or content that is against the law, whose publication is against the law or that encourages illegal activity.
- 9. Users of this site undertake, in the actual use of the site, to indemnify Ba'emek Technologies and anyone on its behalf for any damage, loss, loss of profit, payment or expense caused to them due to violation of these terms of use or for any claim or demand raised against Ba'emek Technologies and anyone on its behalf by a third party as a result of content submitted by the aforementioned user for publication on the site or any use he has made of his services.
- 10. Users of the website undertake that they will not cause any damage to Ba'emek Technologies and, among other things, will not perform or assist in the performance of actions that may cause damage to Ba'emek Technologies, including:
 - a. Using the site and / or the content for any illegal, immoral, unauthorized and / or prohibited purpose;
 - b. Damaging or disrupting the operation of the site or the servers or networks that host the site;
 - c. Performing any action that creates or may create a large load on the site's infrastructure;
 - d. Violating the provisions of any law in connection with the use of the Website;
 - e. Disrupting or violating any right of another user on the site, including the right to privacy and / or collect personal information about the surfers on the site without their express written consent, including by automatic means.
 - f. Infringing on the dignity or privacy of another surfer and / or to use the site and / or the content to infringe on the good name of any person and / or to publish incitement, fraud, deception, defamation and / or any other information that is false, unreliable or has intent to harm.
 - g. The user of the website undertakes not to publish information or other material that may encourage, coax, incite or assist others to perform an act that is prohibited by legislation or that may give rise to legal liability.

Privacy policy

1. Ba'emek Technologies respects users' privacy and takes the necessary measures under the law to protect it.

- 2. Some of the services on the site require registration. When registering, the user is asked to provide personal details such as first and last name, company name, e-mail and telephone number. Without providing the required data in the required fields these services cannot be used.
- 3. When performing actions through the site, the personal details provided by the user will be documented.
- 4. The user will be prompted to provide correct, accurate and complete details, and the actual use of the site confirms the correctness of the details he provided. It is clarified that incorrect or missing details may prevent the surfer from the possibility of using the services on the site or interfere with their use, including preventing the possibility of contacting the user.
- 5. Do not provide personal information of a third party.
- 6. Users' details that will accumulate on the site's computers during the use of the site will be used for these purposes:
 - a. Allow the surfer to use the services on the site;
 - b. To manage the day-to-day operation of the site and the improvement and enrichment of the services and content offered on it;
 - c. To contact users and mail messages and information.
- 7. Ba'emek Technologies will not transfer the above users' details to a third party except in the following cases:
 - a. When necessary for the proper operation of the site;
 - b. In the event of a breach of the Terms of Use of the website, or the performance of any actions on the website that are deemed to be unlawful, or an attempt to perform such actions;
 - c. When there is a legal obligation to provide the details and / or as part of a report required to a competent authority, and also if Ba'emek Technologies receives a court order instructing it to provide personal information and / or other information about you to any third party;
 - d. In dispute resolution proceedings, including in courts of law, between Ba'emek Technologies and the user;
 - e. In the event that Ba'emek Technologies transfers its activities to another corporation in any way, merge with another corporation or merge the site's activities with the activities of a third party, provided that the same corporation or third party accepts similar instructions to these terms of use.
- 8. It is brought to the users' attention that Ba'emek Technologies takes steps to secure the information on the site. However, there is no way to completely prevent any possibility of unauthorized intrusion into the site's computers.
- 9. We use _____ as a third party service provider to provide the digital communications services.

- 10. Every user confirms that his agreements in connection with information as defined in the Protection of Privacy Law, 5741-1981 regarding him will also apply to other data, including his private affairs and other personal information.
- 11. Use of data collection technologies.
 - a. Ba'emek Technologies may use cookies, Web Beacons, Web Pixels, Flash and / or other tracking technologies (hereinafter "**Data Collection Technologies**").
 - b. In some cases, the data collection technologies are stored on your device and / or computer and may be used, inter alia, for the purpose of verifying information, information security, content presented to the surfer, and activating certain features automatically. In most cases, data collection technologies store information that does not identify the user directly, such as the web pages that the he visited, the duration of his search, and so on. In some cases the data collection technologies are installed in the browser that the surfer uses. Modern web browsers include the option to avoid accepting "cookies" and the option to delete existing "cookies". It should be noted that choosing not to allow the acceptance of "cookies" or, alternatively, the deletion of existing "cookies", may impair your enjoyment of using the website. However, it should be noted that if a surfer deletes the data collection technologies or does not allow their storage and / or if he changes the characteristics of the Flash, the online experience of that surfer through the site (in whole or in part) will be limited.
 - c. Third parties such as those which Ba'emek Technologies uses to operate the site (services such as Google Analytics) may also use data collection technologies and obtain data such as a device ID, IP address and the user's Advertising ID. Learn more about the technologies and practices of those third parties. These services are considered third party content.
- 12. <u>Aggregate information</u>. Ba'emek Technologies may collect aggregate data, statistics and other data derived from customer information and other data held by it. This information is owned by Ba'emek Technologies and every surfer waives any claim and / or right (including the right to any compensation) in connection with it.
- 13. <u>Transfer of information outside Israel</u>. Ba'emek Technologies may transfer information outside the jurisdiction of Israel and / or the European Union. The laws relating to the privacy and security of information in the jurisdiction to which the information will be transferred may not be comprehensive compared to the laws in force in Israel and the European Union. In such a case, Ba'emek Technology will endeavor to ensure a similar level of protection for your personal information. You give your consent to such transfer.

Links in the site

1. The website may contain links to various websites on the Internet. It is clarified and emphasized that the fact that the site links to these sites does not indicate the consent of

Ba'emek Technologies to the content of those sites and does not guarantee their reliability, up-to-dateness, legality, privacy practices of these sites and any other aspect involved in their operation. Ba'emek Technologies is not responsible for the content to which the links refer and is not responsible for any consequences that may result from their use or reliance on them.

2. Ba'emek Technologies does not guarantee that the links on the site will be correct at all times and will direct the surfer on the site to an active website. Ba'emek Technologies may remove previously included links from the site, or refrain from adding new links at its sole discretion.

Intellectual Property

- All copyrights and intellectual property on the site, the services offered on it and all content, including the domain name, patents, trademarks, trade names, designs, copyrights, trade secrets, methods, how the site is presented and designed, as well as any matter or detail related to the site, belong to Ba'emek Technologies or others who have given Ba'emek Technologies permission to use them, and the use of all the aforesaid rights is permitted exclusively to the company (or other third parties, if they are licensed to do so). You may not copy, distribute, reproduce, sell, translate and / or perform any other action in any type of texts and / or codes and / or images and / or trademarks and / or photographs and / or videos and / or any other content appearing on the site, unless the company's approval has been obtained, in advance and in writing.
- 2. No use may be made of the content without the prior, express and written consent of Ba'emek Technologies.
- 3. Ba'emek Technologies does not claim ownership of the content that you submit for publication on the site. At the same time, when you submit content for such publication, you are in effect confirming their submission for publication because you have all the rights in them and that you are entitled to submit them for publication. If you are not the creator or copyright holder of the content you submit for publication, you acknowledge that you are lawfully authorized by the copyright holder, which allows you to submit the content for publication and grant them usage rights as set forth above and below. Ba'emek Technologies will not be liable for any damage caused as a result of a violation of the rights' holders in the content. You bear full and exclusive responsibility for any link, presentation or publication of content, made by you and undertake to indemnify Ba'emek Technologies for any damage caused as a result.

Responsibility

1. The use of the website is under the sole and full responsibility of the surfer on the website.

- 2. The content on the site can be used as is the content cannot be adapted to the needs of every surfer on the site and the surfers will not have any claim, lawsuit or demand towards Ba'emek Technologies for not adapting the content to their needs.
- 3. Ba'emek Technologies does not warrant that its content and services and those of third parties, including content and service providers and users, as posted on the site, will be complete, correct, legal or accurate or meet the expectations and requirements of the site users. Ba'emek Technologies will not be liable in any way for any consequences arising out of, or use of, or reliance on them.
- 4. Ba'emek Technologies does not guarantee that the services on the site will be uninterrupted, provided properly or without interruptions, will take place safely and without errors, and will be immune from unauthorized access or from damages, breakdowns, malfunctions or failures, in hardware, software or communication systems by Ba'emek Technologies, the operator of the site or at any one of the suppliers of Ba'emek Technologies.
- 5. The surfer on the site hereby undertakes to compensate and indemnify Ba'emek Technologies and anyone on its behalf for any damage, loss of claim, liability or demand and expense caused to Ba'emek Technologies and / or anyone on its behalf, including attorney's fees and legal expenses by the surfer on the site or by a third party, in connection with the use of the site illegally or in violation of any of the terms of use.

Changes on the site

- 1. Ba'emek Technologies may make changes to the site, at any time, at its sole discretion without prior notice.
- 2. Surfers on the site will not have any claim or demand towards Ba'emek Technologies, in respect of making such changes or malfunctions that will occur during their implementation.
- 3. Without derogating from the above, Ba'emek Technologies may at any time stop providing the services on the site, in whole or in part.
- 4. Ba'emek Technologies may from time to time change the terms of use or any of the binding documents. If substantial changes are made to these terms of use or binding documents, a notice will be published on the website's home page.

Law application

- 1. Terms of use are subject to Israeli law only.
- 2. The exclusive jurisdiction to decide any dispute involving these rules is vested in the competent courts in the Tel Aviv and Central Districts of Israel.
- 3. To the extent that a provision of these Terms of Use and Privacy Policy is determined by a competent court as illegal and / or invalid, despite the intention of the parties, then this

will not invalidate the other provisions of these Terms of Use and / or other parts of that term which was revoked and / or reduced by the aforesaid competent court.

- 4. These Terms of Use do not derogate from any right granted to Ba'emek Technologies and / or anyone on its behalf under any law.
- 5. Contact: If you have any questions or requests regarding the terms of use (including exercise of user rights (such as the right to review, correct and delete information) subject to law), you can send them to the email address: office@wpc.co.il or contact us via the "Contact Us" application form available on the website, or by calling our customer service center at 04-6524222