

Rights and terms of use of the Israel Meteorological Service website and in the information that is provided by the Israel Meteorological Service

1. The information that is displayed on the website of the Israel Meteorological Service (hereinafter: the "**Website**" and the "**IMS**", respectively) and any information that will be provided by the Israel Meteorological Service, unless otherwise stated by it in writing and explicitly, is the exclusive property of the Israel Meteorological Service, which is protected by intellectual property rights, including copyrights or the rights of a third party that has granted its permission to be used and published by the IMS (hereinafter: the "**Information**"). Any use made of the information will be subject to the law and to all of the conditions that are set forth below.
2. The information may be copied, distributed, made available to the public, for transmission and for use of derivative works, subject to all of the following provisions, and subject to the provisions of the law, including by virtue of the Fair Use Protection (hereinafter: "**Use of the Information / Use**"). It should be noted that any reliance on the information will also be called use.
3. Insofar as the information is used, it will be done by indicating in a conspicuous and visible place that the source of the information is from the IMS, and in the case of the rain radar in Eilat – from the Water Authority, in a manner that is not misleading and/or may cause misrepresentation and/or may harm the IMS / the Water Authority, including their honor and/or their reputation, as well as that the IMS / Water Authority is not liable for any responsibility for the information, including the use of the information, and that the IMS / the Water Authority is not a party to the publication of the information. This obligation to give credit to the IMS / the Water Authority shall not apply in the event that the information has been processed in a manner that cannot be recovered without substantial technical effort (Non-retrievable Value Added Services).
4. Any party that makes use of the information will bear the sole responsibility for any use that will be made of the information, and the very use of the information removes any liability and/or claim and/or complaint against the Israel Meteorological Service and/or the Water Authority. Without derogating from the generality of the foregoing, the party that uses the information is responsible to check the accuracy, completeness, timeliness, validity, and suitability of the information for their use. To the extent that the party that makes use of the information finds something that is suspected of being incorrect and/or faulty and/or inaccurate and/or outdated, they are invited to share their findings with the IMS.

5. The IMS and/or the Water Authority and/or the Government of Israel and/or anyone acting on their behalf are not responsible for the information's completeness, accuracy, being up to date, availability, quality, errors or mistakes therein.
6. The IMS and/or the Water Authority and/or the Government of Israel and/or anyone acting on their behalf are not responsible for any use that is made of the information.
7. The IMS and/or the Water Authority and/or the Government of Israel and/or anyone acting on their behalf shall not bear responsibility and shall not bear any payment in respect of any damage, loss, expense (including loss of revenue or profit) and/or any other consequence, direct or indirect, that could be caused to the party who makes use of the information and/or to any third party, in respect of an act or an omission, due to the use of the information.
8. Use of the information will be made at the sole discretion and at the sole responsibility of the user for any damage, loss, expense that they may bear (including loss of revenues or profit) and/or any other result, direct or indirect, that may be caused to the user and/or any third party, due to an act or omission, in connection with the use of the information. The party that makes use of the information will be prohibited from making claims against the IMS and/or the Water Authority and/or the Government of Israel and/or anyone acting on their behalf with any claim and/or demand and/or argument in respect of any damage, payment, charge or demand that may be caused to them and/or to anyone as a result of using the information, as aforesaid.
9. The IMS does not undertake to maintain continuity in the provision of all or part of the information and/or for the duration of the provision of all or part of the information. The IMS reserves the right to change the scope of the information and/or the content of the information and/or the manner of transfer/publication of the information and the accessibility thereof, all without any prior notice, and without the user having any argument and/or demand and/or claim in respect thereof.
10. In light of the provisions as set forth in Section 9, and since, as clarified above, the IMS has no obligation whatsoever for the continuity or for the completeness of the information, it is the responsibility of the user who intends to develop a continuous service that is based on the provision of the information, to include a monitoring mechanism on their own behalf and at their own expense for the information that is received, as well as identification of interruptions in the transmission of the information. It is the responsibility of the applicant to open a service at their own expense for a backup mechanism for situations in which the information is not

received and/or is not received at the expected time. In cases where the flow of information is disrupted, the user is invited to update the IMS of this matter.

11. Any violation of any of the Terms of Use is a fundamental breach, which grants the Israel Meteorological Service and/or to anyone acting on its behalf to cease transferring all or part of the information immediately, in addition to any right that the Israel Meteorological Service has under any law, without derogating from the aforesaid.
12. Confidentiality. Personal information that is provided to the IMS, to the extent that such information is required for the purpose of receiving any service whatsoever, will be kept confidential in accordance with the provisions of the Protection of Privacy Law, 1981.
13. Official publications of the State of Israel. Should a contradiction and/or discrepancy be discovered between information that has been published on the website and/or has been provided by the IMS, and material that appears in official written publications of the State of Israel, the material in the official publications will be considered the correct version, for all intents and purposes.
14. Cookies. The user of the website is aware that the website uses "cookies" in a manner that collects browsing data of the user – such as the web address of the page of the site which the user visited and the user's IP address – as well as their preferred choices on the website (such as: the locality for which the user is interested in a forecast). This information is stored solely for the purpose of adapting the site to the preferences of the user and improving the provision of service. Among other things, it is used to prepare reports on the activity of the website. The information is not intended for third parties and is not transferred to such parties, except in the event of a legal requirement, or when the site uses a third party for the processing of the information (such as Google Analytics). It is possible to disable the use of "cookies" files by selecting the appropriate option in the browser settings, but in such a case the user preferences (such as: the locality for which the user wishes to receive the forecast) will not be saved. Browsing the website constitutes the user's consent to the collection of information through "cookies".

**I, the undersigned, Mr./Ms. _____, bearer of ID
no. _____, an authorized signatory at the company
_____ Private Company no. _____
address: _____ E-mail address:
_____@_____, and among other things to**

sign this letter of commitment on behalf of the company, hereby declare, agree and undertake on behalf of the company to everything that is detailed above regarding the rights and terms of use of the Israel Meteorological Service website and the information that is provided to the company by the Israel Meteorological Service.

Date

Declarer's signature