



# Terms of Use



The following instrument consists of the terms and conditions governing the access to and use of Israel Chemicals Ltd's ("ICL", "we", "us" or "our") website available at: <https://www.icl-group.com> (The "Website").

By accessing this Website, you acknowledge that you have read, understand, and agree to abide by the terms described herein. If you do not understand or agree to these terms, you should immediately exit this Website. If you continue using this Website you accept and agree to these Terms and Conditions (the "Terms").

These Terms are a binding agreement between you and ICL. Your use of this Site is governed by the version of the Terms in effect on the date this Site is accessed by you. ICL may modify these Terms at any time and without prior notice. You should review the most current version of this document by visiting [www.icl-group.com](http://www.icl-group.com) and clicking on Terms of Use.

## 1. About the Website

ICL is a global manufacturer of products based on unique minerals aimed to fulfill humanity's essential needs, primarily in three markets: agriculture, food and industrial materials. The Website is intended to provide you with information about ICL and our products, our community engagements, news and events and more.

You may also contact us via the website with any questions you may have about ICL. However, please note that nothing on the Website or in your submitted inquiries requires us to make any engagements or business arrangement with you, partner with you, provide any products or services to you, engage in any present or future marketing activities or engage in any discussions or negotiations with you.

We reserve the right to request additional information to verify your identity, when you submit requests or inquiries via the Website. If you fail to provide us the requested information, we may not be able to respond to your inquiry and we reserve the right to suspend or terminate your account pursuant to these Terms.

## 2. Applying for Open Positions at ICL





The Website also allows you to apply for open positions at ICL. To do so, you will be required to create a user account and submit details such as your name, email address, phone number, state and resume.

You must submit only true, accurate and complete details. Bear in mind that false, incorrect or outdated information may prevent you from registering to the Website and impair our ability to consider your candidacy for an open position at ICL and to contact you. Please note that ICL has full discretion and control over its hiring process. Applying for an open position via the Website does not obligate ICL to invite you to an interview or hire you in any way.

We reserve the right to request additional information to verify your identity, during the account registration process when you apply for a position at ICL. If you fail to provide us the requested information, we may not be able to consider you for an open position at ICL, and we reserve the right to suspend or terminate your account pursuant to these Terms.

### 3. Intellectual Property

All Intellectual Property Rights (defined below) evidenced by or embodied in and/or attached/connected/related to the Website, are and shall be owned exclusively by ICL or its licensors. These Terms do not convey to you an interest in or to the Website, but only a limited and revocable right of use in accordance with these Terms. The rights granted by these Terms are limited to those expressly stated herein, and no additional rights or licenses are being granted by implication or otherwise.

**“Intellectual Property Rights”** means worldwide (a) patents, patent applications and patent rights; (b) trademarks, service marks, logos, trade names, trade dress and goodwill rights; (c) rights associated with works of authorship, designs and photography including copyrights, copyright applications, copyright restrictions, mask work rights, mask work applications and mask work registrations; (d) rights relating to the protection of trade secrets and confidential information; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

You are not allowed to copy, duplicate, distribute, sell, make available, market and translate any information, including trademarks, images, pictures, texts and computer



code from the Website, without our explicit prior and written consent.

Trademarks featured on the Website (whether registered or not) are the sole property of ICL and/or its third-party licensors. You may not use them without our prior written consent.

#### **4. Materials and Services Available on the Website**

The information and reference materials contained on the Website are intended solely for your general information.

THE WEBSITE MAY INCLUDE INFORMATION AND CONTENT REGARDING ICL'S FINANCIALS, SUCH AS ICL'S FINANCIAL STATEMENTS AND SHARE PRICES. ICL DOES NOT WARRANT THAT SUCH INFORMATION IS ACCURATE OR UP TO DATE. ICL SHALL NOT BE LIABLE FOR AND HEREBY DISCLAIMS ANY RESPONSIBILITY TO ANY DAMAGE CAUSED TO ANY PERSON AS THE RESULT OF RELIANCE ON THE ACCURACY OF THE CONTENT PRESENTED ON THE WEBSITE, INCLUDING, BUT NOT LIMITED TO SHARE PRICE AND FINANCIAL STATEMENTS PRESENTED ON THE WEBSITE. YOU SHOULD CONSIDER ADVISING WITH A PROFESSIONAL FINANCIAL ADVISOR BEFORE MAKING ANY DECISION OR TAKING ANY ACTION CONCERNING YOUR FINANCIALS.

Neither the information, nor any opinion contained on the Website constitutes a solicitation or offer by ICL or its affiliates to buy or sell any securities or engage in any other transaction with ICL group or any other person or entity.

Without prejudice to the aforesaid, it is hereby clarified that the information set out in the Financial Statement refers to the period of each Financial Statement, and not necessarily to the date of its publication. All financial and business information is given only for the convenience of the reader. The only official financial and business information which can be relied upon is that which is included in the formally published financial reports of ICL and other reports made by ICL to the Israeli Securities Authority and the Tel Aviv Stock Exchange. Also note that there may be differences between the information published in the Website and the information formally published to the public, thus as aforementioned, the only information to be relied upon is that which was formally published.

#### **5. Feedback**





You may provide us with information about the Website and/or your experience with our products and services, including information pertaining to Website bugs, errors and malfunctions, performance, compatibility and interoperability, and information or content concerning enhancements, changes or additions that you request, desire or suggest (collectively, the “Feedback”). Any such Feedback that you send us will become the property of ICL. We may use your Feedback in any way we choose for as long as we choose without any restrictions, subject to the Website’s Privacy Policy in effect at the relevant time. By sending us the Feedback, you agree that we have the right to publish or otherwise use it in any way, including promotional and advertising purposes and that we do not owe you any compensation for using the Feedback. You further agree that upon transmission of such Feedback to ICL, you grant ICL and its affiliates an irrevocable, non-exclusive, royalty-free, sublicensable, worldwide license (including but not limited to a copyright license) to prepare derivative works, reproduce, display, perform, transmit and distribute such material and derivative works for any use.

## **6. Links**

Links are provided only as an informational resource. Please note that many of the links provided on the Site do not refer to content found on our servers and are not maintained by us or affiliated with any services provided by us. You may find them or the information and content posted therein not compatible with your requirements, or you may object to their content. The content to which you are exposed via links has not been developed, checked for accuracy, or otherwise reviewed by ICL, which shall not be responsible for damages or losses caused by any delays, defects or omissions that may exist in the services, information or other content provided on such sites, whether actual, alleged, consequential or punitive. ICL makes no guarantees or representations as to, does not endorse and shall have no liability for, any content delivered by any third party, including, without limitation, the accuracy, subject matter, quality or timeliness of any such content.

## **7. Acceptable Use**

The Website must be used and maintained in strict compliance with the instruction and safety precautions of ICL contained herein. Except as specifically permitted herein, when using the Website, you agree not to: (i) sell, license (or sub-license),



lease, assign, transfer, pledge, or share any of your rights under these Terms with/to anyone else; (ii) transfer, distribute, copy all or any part of the Website; (iii) make use of the Website or distribute any part thereof in any jurisdiction where same are illegal or which would subject ICL or its affiliates to any registration requirement within such jurisdiction or country; (iv) use, or encourage, promote, facilitate or instruct others to use, the Website for any illegal, harmful or offensive use; (v) transmit any viruses or other harmful, illegal, disruptive or destructive content, messages or files; (vi) breach these Terms or any other applicable rules and instructions that we may provide; (vii) interfere with, burden or disrupt the functionality of the Website; (viii) breach the security of the Website or identify any security vulnerabilities in it; (ix) circumvent or manipulate the operation, or functionality of the Website, or attempt to enable features or functionalities that are otherwise disabled, inaccessible or undocumented on the Website; (x) use or launch any automated system, including without limitation robots, crawlers and similar applications to collect and compile content from the Website; (xi) display the Website or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Website; (xii) display content from the Website in any way; including by any software, feature, gadget or communication protocol which may alter the content or its design; (xiii) download content from the Website for any purpose, unless explicitly stated by the company that such action is permitted; (xiv) access or use the Website in order to develop or create a similar or competitive product or service; (xv) impersonate any person or entity, or make any false statement pertaining to your identity, employment, agency or affiliation with any person or entity; (xvi) collect, harvest, obtain or process personal information of or about other users of the Website; (xvii) interfere with any other person's use of the Website; (xviii) charge others to use the Website either directly or indirectly; (xix) use the Website in a manner that results in excessive bandwidth usage, as determined by ICL; or (xx) engage in any activity that constitutes a criminal offense or gives rise to civil liability; or violates any applicable law.

WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE WEBSITE.

## 8. Privacy Policy

We value your privacy. For information about our privacy practices please read our Privacy Policy: <https://www.icl-group.com/privacy-policy/>



## 9. User Account Suspension and Termination

If you opened a user account on the Website in order to apply for open positions at ICL, you may, at any time terminate your user account by providing us written notice of termination by sending an email to: [contactus@icl-group.com](mailto:contactus@icl-group.com)

In addition to any remedies that may be available to us under any applicable law, we may temporarily or permanently deny, limit, suspend, or terminate your user account, prohibit you from accessing the Website and take technical and legal measures to keep you off the Website, at any time and at our sole discretion, including, but not limited to, where we determine that:

- you have abused your rights to use the Website;
- you have breached the Terms;
- you have performed any act or omission that violates any applicable law, rules, or regulations;
- you have performed any act or omission which is harmful or likely to be harmful to ICL, or any other third party, including other users and providers of the Website;
- you used the Service to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such an act;
- you deliberately submitted false information or have failed to comply with our requests for information regarding your identity; or
- you have transferred your user account credentials to another person or entity.

Upon termination of these Terms or your user account, for any reason:

- your right to use the Website is terminated and you must immediately cease using the Website;
- we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; and
- we will not be liable to you or any third party for termination of access to the Website or for deletion of your information or account data.

The following sections shall survive any termination, or expiration of the Terms: User Account Suspension and Termination, Privacy, Intellectual Property, Limitation of





Liability, Indemnification, General.

#### **10. Changes and Availability**

From time to time, we may change the Website's structure, layout, design or display, as well as the scope and availability of the information and content therein, without prior notice. Changes of this type by their very nature may result in glitches or cause inconvenience of some kind.

The operation of the Website depends on various factors such as software, hardware and communication networks of the Company, its contractors and suppliers. By their nature, these factors are not fault free.

YOU AGREE AND ACKNOWLEDGE THAT WE DO NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH THE INTRODUCTION OF SUCH CHANGES OR FROM ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.

WE DO NOT WARRANT THAT THE WEBSITE WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES OR IMMUNE FROM ERRORS, GLITCHES OR UNAUTHORIZED ACCESS.

#### **11. Age Restriction and Eligibility**

If you are under the age of 18, you may not use the Website in any way. By using, accessing or registering with the Service, you declare that you are 18 years of age or older.

#### **12. Changes to the Terms**

From time to time, we may change the Terms. Changes will take effect 7 days after their initial posting on the Website, unless we amend the Terms to comply with legal requirements. In such cases, the amendments will become effective immediately upon their initial posting, or as required.

#### **13. Disclaimer of Warranty**

THE WEBSITE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS, "WITH ALL FAULTS" AND "AS AVAILABLE". YOU WILL HAVE NO PLEA, CLAIM OR DEMAND AGAINST ICL OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS,





EMPLOYEES, SUB-CONTRACTORS AND AGENTS (“STAFF”), IN RESPECT OF THE WEBSITE’S FEATURES, CONTENT, LIMITATIONS OR COMPATIBILITY WITH YOUR NEEDS. YOUR USE OF THE WEBSITE AND THE INFORMATION CONTAINED ON THE WEBSITE, IS AT YOUR FULL AND EXCLUSIVE RISK. **ICL DOES NOT WARRANT, AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, RELIABILITY, COMPLETENESS, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE WEB SITES WILL BE UNINTERRUPTED OR ERROR-FREE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ICL AND ITS LICENSORS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**

#### **14. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, ICL AND ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS (COLLECTIVELY “AFFILIATES”) ARE NOT AND WILL NOT BE LIABLE UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ICL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE MAY CHANGE THE SITE OR DELETE FEATURES AT ANY TIME AND FOR ANY REASON. WITHOUT LIMITING THE GENERAL NATURE OF THE



FOREGOING ICL AND ITS AFFILIATES WITHOUT DEROGATING FROM THE FOREGOING, WE ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY INFRINGING, INACCURATE, OBSCENE, INDECENT, THREATENING, OFFENSIVE, DEFAMATORY, TORTIOUS, OR ILLEGAL CONTENT; (2) ANY ACTIONS TAKEN OR NOT TAKEN BASED ON ANY OR ALL OF THE INFORMATION PROVIDED ON OR THROUGH THE SITE AND LOSSES OR DAMAGES THEREFROM; (3) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF THE SITE, (4) ANY INCOMPATIBILITY BETWEEN THE SITE AND OTHER WEB SITES, SERVICES, SOFTWARE AND HARDWARE, (5) ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ANY SOFTWARE AND SERVICES AVAILABLE FROM THIRD PARTIES THROUGH LINKS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU; (6) ANY THIRD-PARTY CONDUCT, TRANSMISSIONS OR DATA.

## 15. Indemnification

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, us and our Staff, at your own expense and immediately after receiving a written notice thereof, from and against any damages, loss, costs and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, allegation or demand, arising from, or in connection with your use of the Website or any content or Information, or from your breach of the Terms. You are solely responsible for content you provide and communicate through the Service, and for all consequences associated with it.

## 16. General

**Waiver.** The failure of ICL to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by ICL.

**Applicable Law and Jurisdiction.** These Terms are governed by the laws of Israel,



without regard to the conflict of law provisions thereof. The exclusive jurisdiction and venue of any action with respect to these Terms shall be the competent courts of Tel Aviv and ICL and you hereby submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

**Severability.** If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

**Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ICL without restriction. Any assignment attempted to be made in violation of this Terms shall be void.

**Headings.** The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

**Entire Agreement.** This instrument and the Privacy Policy attached hereto as an integral part hereof are the entire agreements between you and ICL relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms of Use by ICL as set forth herein.

## 17. Contact Us

You may contact us with any questions or comments, at: [contactus@icl-group.com](mailto:contactus@icl-group.com)



**Last Updated:**  
February 25, 2021

