

## Homerun's Website and App Privacy Policy

Last Revised: April 11<sup>th</sup>, 2016

Homerun Network Ltd. its subsidiaries and affiliates (“Homerun”, “Company” “we” or “us”) respect the privacy of the visitors and/or users of its website (available at [www.homerun.co.il](http://www.homerun.co.il))(the “Site”) and its mobile application known as “HomeRun” (the “App”) (“User” or “you”), and is committed to protect the personal information that its Users share with it. We believe that you have a right to know our practices regarding the information we may collect and use when you visit and/or use our Site and/or App.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in our Terms of Use at (“TOU”), into which this Privacy Policy is incorporated by reference.

### 1. Your Consent (PLEASE READ CAREFULLY!)

BY INSTALLING THE APP ON YOUR MOBILE DEVICE, ENTERING INTO, CONNECTING TO, ACCESSING AND/OR USING THE APP OR ENTERING, CONNECTING TO, ACCESSING OR USING THE SITE, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS PRIVACY POLICY (THE “**PRIVACY POLICY**”), INCLUDING TO THE COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION (AS DEFINED BELOW). IF YOU DISAGREE TO ANY TERM PROVIDED HEREIN, YOU MAY NOT INSTALL, ACCESS AND/OR USE THE APP AND/OR SITE AND YOU ARE REQUESTED TO PROMPTLY ERASE THE APP AND ANY PART THEREOF, FROM YOUR MOBILE DEVICE.

FOR AVOIDANCE OF DOUBT, YOU HEREBY CONSENT TO THE COLLECTION (E.G. IN THE COMPANY'S DATABASE), PROCESSING, TRANSFER AND USE OF YOUR PERSONAL INFORMATION. YOU ALSO ACKNOWLEDGE AND CONFIRM THAT YOU ARE NOT REQUIRED TO PROVIDE HOMERUN WITH YOUR PERSONAL INFORMATION AND THAT SUCH INFORMATION IS *VOLUNTARILY* PROVIDED TO HOMERUN.

***PLEASE NOTE: BY AGREEING TO OUR TERMS AND/OR BY CLICKING THE "I AUTHORIZE HOMERUN TO SUBMIT MY INFORMATION" BUTTON, YOU HEREBY AUTHORIZE HOMERUN TO SUBMIT YOUR INFORMATION, DOCUMENTATION AND REQUESTS TO MUNICIPALITIES OR LOCAL AUTHORITIES ON YOUR BEHALF, AND TO RECEIVE UPDATES WITH RESPECT TO SUCH SUBMISSIONS. HOMERUN WILL SUBMIT SUCH INFORMATION OR DOCUMENTATION TO THE MUNICIPALITY OR AUTHORITY THAT WAS CHOSEN BY YOU, AND NOT TO OTHER THIRD PARTIES.***

### 2. Which information we may collect on our Users?

We may collect two types of data and information from our Users:

- (a) The first type of information is non-identifiable and anonymous information (“**Non-personal Information**”). **We are not aware of the identity of the User from whom we have collected the Non-personal Information.** Non-Personal Information is any unconcealed information which does not enable identification of an individual User, and which is available to us while such User is entering and/or using the Site and/or App and/or installs the App. Non-personal Information which is being gathered consists of technical information, behavioral information and aggregated information, and may contain, among other things, the activity of the User on the Site and/or App, type of operating system, type of the User's mobile device and its operating system and version, User's 'click-stream' on the Site and/or App, type of browser and keyboard language, the hardware specifications of such device (including screen resolution), time spent on various screens of the App, etc.
- (b) The second type of information is individually identifiable information (“**Personal Information**”). **This information may identify an individual or may be of a private and/or sensitive nature:**

- Users of the Site and/or App may automatically provide their IP address (or Mac Address, as applicable) mainly for enhancing the User’s experience and for geo-location and security purposes as further detailed below.
- Users who are interested in opening an Account are *required* to provide their full name and phone number and to choose a password. The User may, but is not required to, provide the following details: home Address, email, or photos.
- Alternatively, Users can open an Account and sign up to the Service via existing third party accounts (e.g., Facebook, etc.) used by the User ("**Social Network Account**"). In the event that a User registers to the Service through his/her existing Social Network Account then such Social Network Account provides us with access to certain information about such User as is stored in the User’s Social Network Account, namely, the User’s public profile and his/her list of friends and/or any other information which is detailed and displayed to the User in the notice which appears during the integration process with such Social Network Account. Please read carefully such notice in order to understand what information is available to Homerun via Social Network Account. We may collect your login information and other relevant information necessary to enable us to access your Social Network Account in order to collect the abovementioned data contained within your Social Network Account which you provided us access to. Homerun may store the above-mentioned information (or any part of it), in order to achieve the purposes set forth herein. Please remember that the manner in which the applicable social network uses, stores and discloses your information is governed solely by its policies and Homerun shall have no liability or responsibility for the privacy practices or other actions of the applicable social network that may be available within our Service. If you do not agree to these practices please do not use the social network integration feature.
- In addition, Personal Information which is being gathered consists of any personal details provided consciously and voluntarily by the User within the scope of the User Generated Content (e.g., full name, ID number, mobile number, accurate home address, email address, payments made to municipalities and/or local authorities, applications or other documents prepared by you which may contain Personal Information).

For avoidance of doubt, any Non-Personal Information connected or linked to any Personal Information shall be deemed as Personal Information as long as such connection or linkage exists.

**We do not collect any Personal Information from you or related to you without your approval, which is obtained, inter alia, through your active acceptance to the Terms and the Privacy Policy.**

### 3. **How Do We Collect Information on Our Users?**

There are two main methods we use:

- (a) We collect information through your entry, connection, installation, access and/or use of the App and/or Site.** In other words, when you are using the Service we are aware of it and may gather, collect and store the information relating to such usage, either independently or through the help of third-party service providers as detailed below.
- (b) We collect information which you provide us voluntarily.** For example, we collect Personal Information which you voluntarily provide when you open an Account. We may also collect Personal Information when you register and open an Account by registering through your Social Network Account. When registering through your Social Network Account, you agree to grant us access to Personal Information stored in your Social Network Account, as detailed above. We may also collect information provided voluntarily by you when you fill out forms or upload applications and/or scanned documents through the Service. We may gather, collect and store the Personal Information either independently or through the help of our authorized third-party service providers as detailed below.
- (c) We collect information which is provided to us from Municipalities and/or Local Authorities.** We may collect Personal Information about you which is provided by municipalities and/or local authorities, when such municipalities or local authorities approve, correct or deny applications and/or scanned documents submitted by you through our Service.

### 4. **What are the Purposes of the Collection of Information?**

Non-personal Information is collected in order to:

- Use it for statistical and research purposes and for customization and improvement of our Service.
- Provide and improve the Service and enable future commercial related services.

Personal Information is collected in order to:

- Provide and improve the Service and enable future commercial related services.
- Improve the quality of the Service by formulating, customizing and enhancing the User's experience.
- Include it in any applications or requests which the User submits to municipalities or local authorities through our Service.
- Notify Users of the status of the submitted applications or requests.
- Send push notifications to the User's device after the User has agreed to accept push notifications from Homerun. Users can deactivate push notification by changing the notification settings on your device (iOS) or by changing your settings within our Services (Android).
- Provide Users with updated information regarding our Service, or other of our products and services.
- Verify the User's identity when he/she signs in to the Service, as well as verifying User's identity for the purpose of dealing with inappropriate interactions of User and/or fraudulent use of our Service.
- Be able to contact Users for the purpose of providing them with technical assistance and support.

## 5. **Sharing Information with Third Parties**

AS PART OF THE SERVICE, WE MAY SUBMIT PERSONAL INFORMATION CONTAINED IN YOUR DOCUMENTATION AND REQUESTS TO MUNICIPALITIES OR LOCAL AUTHORITIES ON YOUR BEHALF. HOMERUN WILL ONLY SUBMIT SUCH PERSONAL INFORMATION TO THE MUNICIPALITY OR AUTHORITY THAT WAS CHOSEN BY YOU, AND NOT TO OTHER THIRD PARTIES.

In addition, Homerun may share Personal Information in the following cases: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; (b) to enforce this Privacy Policy and/or the TOU, including investigation of potential violations thereof; (c) to detect, prevent, or otherwise address fraud, security or technical issues; (d) to respond to User's support requests; (e) to respond to claims that any content available on the Service violates the rights of third-parties; (f) to respond to claims that contact information (e.g. name, e-mail address, etc.) of a third-party has been posted or transmitted without their consent or as a form of harassment; (g) to protect the rights, property, or personal safety of Homerun, its Users, or the general public; (h) when Homerun is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of its assets; (i) to collect, hold and/or manage your Personal Information through Homerun's authorized third parties service providers (including, as applicable, their affiliates as necessary to provide us with the requested services), as reasonable for business purposes, which may be located in a country that does not have the same data protection laws as your jurisdiction; (j) to store or process your Personal Information through Homerun's affiliated companies, which may be located in a country that does not have the same data protection laws as your jurisdiction. Homerun requires its affiliated entities to agree to processing your Personal Information in compliance herewith; (k) cooperate with third parties for the purpose of enhancing the User's experience; and/or (l) pursuant to your explicit approval prior to the disclosure.

For avoidance of doubt, Homerun may transfer and disclose Non-personal Information to third parties at its own discretion.

## 6. **Deletion or Modification of Personal Information**

If for any reason you wish to delete or modify your Personal Information you can do so within the settings of the Account. In the event that you wish to modify or cancel your Account you may close your Account using the settings or you can send us an e-mail of your request to: support@homerun.co.il and we will make reasonable efforts to modify or delete any such Personal Information pursuant to any applicable privacy laws. Note that unless you instruct us otherwise we may retain and use your Personal Information after termination of your Account, for as long as reasonably required for the purposes of which such Personal Information was collected, including without limitation, for future analytics and analysis, in order to comply with our legal or business requirements or obligations, to resolve disputes, to enforce our Terms and/or to enable the User to reinstate his/her Account, all as permitted under any applicable privacy laws.

Aggregate and/or anonymous information derived from your Account and/or use of the Service may remain on Homerun servers indefinitely.

#### 7. **Minors**

The site and/or App are intended for Users over the age of thirteen (13). Therefore, Homerun does not intend and does not knowingly collect Personal Information from children under the age of thirteen (13) and does not wish to do so. We reserve the right to request proof of age at any stage so that we can verify that minors under the age of thirteen (13) are not using the Service. If we learn that we collected Personal Information from children under the age of thirteen (13) we will delete that information as quickly as possible. Please contact Homerun at support@homerun.co.il if you have reasons to suspect that Homerun collected Personal Information from children under the age of thirteen (13) and will delete that information as quickly as possible. It is hereby clarified that the User Generated Content may include information regarding children under the age of thirteen (13) only in the event that the legal guardian of such child has agreed to such use, all as required under any applicable laws.

#### 8. **Security**

We take reasonable measures to maintain the security and integrity of our Site and/or App and User information and prevent unauthorized access to it or use thereof through generally accepted industry standard technologies and internal procedures. The User Information is hosted on the Microsoft Azure Cloud servers which provide advanced strict security standards (both physical and logical). Furthermore, we make use of proprietary firewall. Please note, however, that there are inherent risks in transmission of information over the Internet or other methods of electronic storage and we cannot guarantee that unauthorized access or use of your Personal Information will never occur. HOMERUN SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS, HACKING, OR OTHER SECURITY INTRUSIONS OR THE THEFT, DELETION, CORRUPTION, DESTRUCTION, DAMAGE, OR LOSS OF ANY DATA OR INFORMATION INCLUDED IN THE USER GENERATED CONTENT.

#### 9. **Third Party Service Providers**

We may be using third party software or service in order to collect, host, store and/or process the information detailed herein. Homerun uses commercially reasonable efforts to engage with third parties that post a privacy policy governing their collection, processing and use of non-personal and personal information. Such software include without limitation, Microsoft Azure cloud service which privacy policy can be found at: <http://azure.microsoft.com/en-us/support/legal/privacy-statement/>, Google Analytics which privacy policy can be found at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/), and at <http://www.google.com/intl/en/analytics/privacyoverview.html>. However, Homerun does not control such third party service providers. Please read their terms of use and privacy policies to understand their privacy practices.

#### 10. **Links to Third Party Websites**

Certain links provided herein permit our Users to leave this Site and/or App and enter non-Homerun sites or services. Homerun is not responsible or liable for such linked sites or services' privacy practices and/or any other practices. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites or services, *inter alia*, in order to know what kind of information about you is being collected.

#### 11. **Cookies and Other Tracking Technologies**

When you access or use the Site and/or App, Homerun and/or our third party service providers may use industry-wide technologies such as "cookies" or other similar technologies, which store certain local information on your device or on the Site ("**Cookies**"), which may enable, *inter alia*, automatic activation of certain features and make the User's experience and usage simpler, more relevant, convenient and effortless. Such information is locally stored on your computer or on your device. Homerun and/or our authorized third party service providers may access such information. Homerun and/or our authorized third party service providers may use both session cookies (which expire once you close the App) and persistent cookies (which stay on the User's device until he/she deletes them). Such Cookies included in the Service may store non-personal information (such as the different pages viewed by a User within the App and/or Site). It is easy to prohibit and/or delete the Cookies, *inter alia*, via uninstalling the App from your mobile

device and/or through the Settings option of your device. Most platforms will allow you to erase cookies from your computer's hard drive or from you device, block acceptance of cookies, or receive a warning before a cookie is stored. In order to erase or disable the Cookies you may use the settings option of your device or according to the specific instructions provided by the third party service provider's privacy policy and terms of use. However, if you block or erase cookies, or change the settings of your device, your online and/or App experience may be limited. Third-party cookies usually store only a Non-personal Information, such as the web pages you have visited, the duration of your browsing, etc. Homerun does not control such third party service providers.

12. **International Data Transfer**

In order to provide the Service, we may transfer information collected about you, including Personal Information, to affiliated entities, or to other third party service provides (see Section 5 above) across borders and from your country or jurisdiction to other countries or jurisdictions around the world. Please note that we may transfer such information to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to such transfer of information.

13. **Changes to the Privacy Policy**

The terms of this Privacy Policy will govern the use of the Site and/or App and any information collected therein. Homerun reserves the right to change this policy at any time, so please re-visit this page frequently. We will provide notice of substantial changes of this policy on the App and/or homepage of the Site and/or we will send you an e-mail regarding such changes to the e-mail address that you may have provided us with. Such substantial changes will take effect seven (7) days after such notice was provided on our Site and/or App or sent by e-mail, whichever is the earlier. Otherwise, all other changes to this Privacy Policy are effective as of the stated "Last Revised" date and your continued use of the Site and/or App after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

14. **Got any Questions?**

If you have any questions (or comments) concerning this Privacy Policy, you are most welcome to send us an email to the following address: [support@homerun.co.il](mailto:support@homerun.co.il) and we will make an effort to reply within a reasonable timeframe.