

## **Homerun's Website and App Terms of Use**

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

Homerun Network Ltd. its subsidiaries and affiliates (“**Homerun**”, “**we**”, “**our**”, “**Company**”) welcome you (the “**User(s)**”, or “**you**”) to our website at [www.homerun.co.il](http://www.homerun.co.il) (the “**Site**”) and our mobile application known as “**HomeRun**” (the “**App**” as further detailed below). Our Site offers general information about our products and services and allows you to download our App. Our App offers our online social platform which facilitates coordination between Users such as landlords, tenants and partners who are sharing the same apartment. The Platform helps users in managing tasks and handling expenses (collectively, the “**Service(s)**” as further detailed below). Each of the Site's and/or App's Users may use them in accordance with the terms and conditions hereunder.

### **1. Acceptance of the Terms**

By entering, connecting to, accessing or using the Site and/or App, and/or by installing the App on your mobile device, you acknowledge that you have read and understood the following terms of use, including the terms of our **Privacy Policy** (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Service and you acknowledge that these Terms constitute a binding and enforceable legal contract between Homerun and you. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE AND/OR APP IN ANY MANNER, DO NOT INSTALL THE APP AND/OR PROMPTLY ERASE THE APP AND ANY PART THEREOF FROM YOUR MOBILE DEVICE.**

The Service is available only to individuals who (a) are at least thirteen (13) years old; and (b) possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law, or have received the required consent from their legal guardian to enter into these Terms. Therefore, you hereby represent that you possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Service in accordance with these Terms, and to fully perform your obligations hereunder. If you are between the ages of 13 and 18, you represent that your legal guardian has reviewed and agreed to these Terms. Please note that 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. In the event that it comes to our knowledge that a person under the age of thirteen (13) is using the Service, we will prohibit and block such User from accessing or using the Service via the Site and/or App and make all efforts to promptly delete any Personal Information (as such term is defined in our **Privacy Policy** with regard to such User.

### **2. The Site and App**

The Site provides you with information about us, our products and services and allows you to download our App.

Homerun, via the App, offers its online social platform which facilitates coordination between Users who are sharing the same apartment (or residence) for the purpose of managing tasks and handling shared expenses of all such Users. The platform's various features may include, without limitation: (i) reminders for the User to perform certain tasks or make certain payments with respect to the apartment or residence (e.g., renewals of contracts, payment due dates, amounts owed to other housemates, residence-related-problems that require special attention); (ii) sending performance requests, instructions or other messages between housemates or between tenants and their landlord; (iii) sharing rent costs, utility costs or other expenses between housemates; (iv) making payments or submitting applications to municipalities or local authorities and receiving updates regarding the status of such payments or applications; or (v) receiving service offers of third party service providers (e.g., plumbers, electricians, handymen, etc.) or insurance companies.

The Service may include the sending of push-notifications, messages, emails or alerts via various means of communication. You can deactivate the push-notifications at any time by changing the notification settings on your device (iOS) or by changing your settings within our Service (Android).

The Service may include social platforms, enabling Users who are housemates to generate household-related requests and share various kinds of information, including texts, photos, videos and other expressions. In addition, the Service may allow Users to upload and submit applications or other formal documents prepared by

them to municipalities or local authorities (collectively, the "**User Generated Content**" as further detailed below).

(Collectively: the "**Service(s)**")

*OUR SERVICE FACILITATES CONNECTION AND COORDINATION BETWEEN USERS, MUNICIPALITIES AND LOCAL AUTHORITIES AND ALLOWS USERS TO MAKE PAYMENTS OR SUBMIT REQUESTS OR OTHER DOCUMENTS TO SUCH MUNICIPALITIES OR LOCAL AUTHORITIES DIRECTLY THROUGH THE APP.*

*BY AGREEING TO THESE 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.*

*THE SERVICE MAY FACILITATE CONNECTION OR COORDINATION BETWEEN USERS AND SERVICE PROVIDERS. HOMERUN DOES NOT OWN, SELL, CONTROL, MANAGE, OPERATE, ENDORSE, SPONSOR AND IS NOT INVOLVED IN ANY MANNER WHATSOEVER WITH THE VARIOUS SERVICES, PRODUCTS, OR OFFERS PROVIDED BY THIRD PARTY SERVICE PROVIDERS THROUGH THE USE OF THE SERVICE. HOMERUN WILL NOT ASSUME ANY RESPONSIBILITY FOR SUCH SERVICES, PRODUCTS, OR OFFERS AND FOR WHATSOEVER DAMAGES THAT MAY RESULT FROM USING SUCH SERVICES, PRODUCTS OR OFFERS.*

In order to use the Service you acknowledge and agree that you will be required to provide the Company with certain information, including personally identifiable information. You expressly acknowledge and agree that in order for Homerun to provide the Service, Homerun may have to access and/or use the information you provided to Homerun. A comprehensive explanation regarding the information that we collect from our Users appears in our Privacy Policy.

Please note that the App may only be available for certain operating systems (for example, Android, iOS). The User may only download and use the App on a device running a validly licensed copy of the operating system on which the App was designed to operate. To be able to access or use the App, or any portion thereof, Users must legally obtain all the applicable or required facilities, utilities, software and equipment at his/her sole risk and expense.

**Note:** Use of the Service is currently free of charge. However, Homerun reserves the right to charge fees for such use in the future. In addition, you hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the App and/or Site, according with the applicable rates charged by your respective third party internet and data usage service provider as may be from time to time.

The Site and/or App may provide you with additional resources such as FAQ and support and may include any other content related thereto such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the "look and feel" of the Site and/or App, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Site and/or App (collectively, the "**Content**").

*ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE AND/OR APP (OTHER THAN THE USER GENERATED CONTENT) ARE RESERVED TO HOMERUN OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND/OR APP AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN "AS IS" BASIS. HOMERUN AND HOMERUN'S REPRESENTATIVES (AS SUCH TERM IS DEFINED BELOW) WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS, COST OR EXPENSE INCURRED TO YOU OR ANY*

***OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR APP AND/OR SERVICES AND/OR THE CONTENT AVAILABLE THEREIN AND/OR THE USER GENERATED CONTENT.***

***YOUR USE OF THE SITE AND/OR APP AND/OR THE CONTENT AND/OR THE USER GENERATED CONTENT IS ENTIRELY AT YOUR OWN RISK.***

### **3. User Restrictions**

There are certain conducts which are strictly prohibited when using the Service. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at Homerun's sole discretion) in the termination of your use of the Service and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (a) use the Site and/or App and/or the Content and/or User Generated Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or App and/or Content for non-personal or commercial purposes without Homerun's prior written consent; (c) remove or disassociate, from the Content and/or the Site and/or App any restrictions and signs indicating proprietary rights of Homerun or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®), and you represent and warrant that you will abide by all applicable laws in this respect; (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) impersonate any person or entity, including, but not limited to, any Homerun agent or representative, falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that the Company endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Service; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site and/or App; (i) copy, modify, alter, adapt, replicate, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by Homerun on or through the Site and/or App, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted under these Terms; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Homerun's proprietary rights, including Homerun's Intellectual Property (as such term is defined below), in any way or by any means, unless expressly permitted in the Terms and/or under any applicable laws which expressly permits such actions; (k) make any use of the Content on any other site or networked computer environment for any purpose without Homerun's prior written consent; (l) create a browser or border environment around Homerun Content (no frames or inline linking is allowed); (m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or App and/or Content; (n) frame or mirror any part of the Site without Homerun's prior written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site and/or App; (p) transmit or otherwise make available in connection with the Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; and/or (q) infringe and/or violate any of the Terms.

### **4. Registration and User Account**

In order to use the App you must download the App from the necessary mobile application marketplace.

Using the Service requires you to open an account (the “**Account**”). Registration can be done by completing the registration process in the App and/or Site. Registration may also be done by using an existing social network account (e.g., Facebook), as further detailed in our Privacy Policy.

Your Account is password protected. In order to protect the security of your Personal Information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details

and you must supervise the use of such Account. You must provide accurate and complete information when creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE PASSWORD AND ACCOUNT AND FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. If we in good faith believe you have created an Account impersonating another person such Account may expose you to civil and/or criminal liability.

You may not assign or transfer your rights or delegate your duties under the Account without the prior written consent of Homerun. You must notify us immediately of any unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with these Terms, i.e., if someone else accesses your Account through the registration information he/she has obtained from you or through a violation by you of these Terms, or for any unauthorized use of your password or Account or any other breach of security.

If you wish to either change your user name or password to log-in to the Service, or cancel and remove your Account, you may use the settings menus. Your Account will terminate within reasonable time following your request, and from that date of termination you will no longer be able to access your Account (see further details with respect thereto in the Privacy Policy).

CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED US AND/OR THE CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

## 5. Privacy Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site and/or App. Our policy and practices and the type of information collected are described in detail in our **Privacy Policy** which is incorporated herein by reference. You agree that Homerun may use personal information that you provide or make available to Homerun in accordance with the Privacy Policy. If you intend to connect to, access or use the Site and/or App you must first read and agree to the Privacy Policy.

## 6. Intellectual Property Rights

The Site, App, the Content and the Company's proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to the Company and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by the Company and its licensors.

## 7. License

Subject to the terms hereof, Homerun hereby grants to you, and you accept, a personal, non-exclusive, non-commercial, non-transferable, non-sublicensable and fully revocable limited license (i) to download and use the App on your authorized mobile phone, device or tablet that you own or control, solely for the limited purpose of using the App for your internal non-commercial use, and for no other purpose, strictly in accordance with the Terms, the applicable Usage Rules (defined below) and applicable law; and (ii) to use the Service and the Content provided in the Site and/or App in accordance with the terms contained in this Agreement.

The Terms do not convey to you an interest in or to the Company Intellectual Property but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of the Company's Intellectual Property under any law.

To the extent you provide any feedbacks, comments or suggestions to Homerun regarding the Site and/or App ("**Feedback**"), Homerun shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Homerun current or future products, technologies or

services and use such Feedback for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed non-confidential.

Further, you warrant that your Feedback is not subject to any license terms that would purport to require Homerun to comply with any additional obligations with respect to any Homerun current or future products, technologies or services that incorporate any Feedback.

## **8. Trademarks and Trade names**

“Homerun”, Homerun™, Homerun’s marks and logos and all other proprietary identifiers used by the Company in connection with the Service (“**Company Trademarks**”) are all trademarks and/or trade names of the Company, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site and/or App belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to the Company Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

## **9. User Generated Content**

- 9.1. The Service may include a social platform, enabling Users who are housemates to generate household-related requests; and, in addition, to upload and submit applications or other formal documents prepared by Users to municipalities or local authorities (collectively, the "**User Generated Content**"). You represent and warrant that you are the rightful owner of the User Generated Content you upload to the Service and that such User Generated Content does not infringe any third party's intellectual property rights, privacy rights or publicity rights.
- 9.2. THE USER GENERATED CONTENT THAT YOU UPLOAD TO THE SERVICE (I.E., VIDEOS, PHOTOS, ETC.) IS ACCESSIBLE TO OTHER USERS TO WHOM YOU HAVE CHOSEN TO DISPLAY SUCH USER GENERATED CONTENT.
- 9.3. THE USER GENERATED CONTENT THAT YOU CHOOSE TO SUBMIT THROUGH THE SERVICE TO MUNICIPALITIES OR LOCAL AUTHORITIES (I.E., YOUR DOCUMENTATION OR FORMAL REQUESTS) WILL BE SUBMITTED BY HOMERUN TO YOUR SELECTED MUNICIPALITY OR AUTHORITY AND NOT TO OTHER THIRD PARTIES.
- 9.4. YOU HEREBY ACKNOWLEDGE AND AGREE THAT HOMERUN SUBMITS THE USER GENERATED CONTENT PROVIDED BY YOU "AS IS" TO THE APPLICABLE MUNICIPALITY AND/OR LOCAL AUTHORITY, AND THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION THAT YOU INCLUDE THEREIN.
- 9.5. You understand and agree that you are solely responsible for your User Generated Content and the consequences of uploading or submitting such User Generated Content. Homerun will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with uploading or submitting any User Generated Content.
- 9.6. You agree that you will not post or upload any User Generated Content containing content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for Homerun to use or possess in connection with the Service (including but not limited to any content which is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive or fraudulent).
- 9.7. Although Homerun has no obligation to screen, edit or monitor any of the User Generated Content, Homerun explicitly reserves the right, at its sole discretion, to remove or edit, without giving any prior notice, any User Generated Content available on the Site and/or App at any time and for any reason, and **you are solely responsible for creating backup copies of your User Generated Content at your sole expense.**
- 9.8. Homerun may create limits on the use of the Service including limitation on size and storage space available for Users to upload User Generated Content.
- 9.9. The Site and/or App are accessible from around the world but this does not mean all Services or service features are available in your country, or that the User Generated Content is legal in your country. We may block access to certain Services (or certain service features or content) in certain countries. It is your responsibility to make sure your use of the Services including the User Generated Content is legal in the country in which you live.

- 9.10. As a viewer of the User Generated Content, you agree that if you find that any User Generated Content available on the Site and/or App is offensive harmful, inaccurate, misleading or were posted in violation of these Terms, you may simply stop viewing such User Generated Content and please contact our Misconduct Agent or our Copyright Agent, as applicable (for more information see below).

## **10. License to User Generated Content**

As long as your User Generated Content is subject to any applicable copyright law, such User Generated Content shall remain at all times, and to the extent permitted by law, your sole and exclusive property. We do not claim ownership of your User Generated Content. However, we do need certain licenses to your User Generated Content in order to operate and enable the Services. When you upload, generate, post, publish or make available any User Generated Content through the Service, you grant to Homerun a perpetual, non-exclusive, royalty-free, and worldwide license to publically display, communicate, distribute, host, publically perform, publish, reproduce, make modifications or derivative works (solely for the purpose of better showcasing your User Generated Content), store and to use such User Generated Content, in connection with the Service, whether through the Internet, mobile devices or otherwise, in any media formats and through any media channels known today and developed in the future for the purpose of operating, marketing, promoting and improving our Service. We agree to attribute you if we incorporate your User Generated Content into any of our promotional materials. **NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, IT IS HEREBY CLARIFIED THAT ANY USER GENERATED CONTENT THAT YOU CHOOSE TO SUBMIT THROUGH THE SERVICE TO MUNICIPALITIES OR LOCAL AUTHORITIES (I.E., YOUR DOCUMENTATION OR FORMAL REQUESTS) WILL BE SUBMITTED BY HOMERUN TO YOUR SELECTED MUNICIPALITY OR AUTHORITY AND WILL NOT BE MADE AVAILABLE TO OTHER THIRD PARTIES.**

When you upload, post, publish or make available any User Generated Content through the Service, you grant to the Users to whom you have chosen to display such User Generated Content a non-exclusive, non-commercial and royalty-free license to access and view your User Generated Content. Please note that the Company does not monitor or control what other Users do with your User Generated Content.

You may terminate this license at anytime by removing your User Generated Content from the Service. However, you hereby agree that Homerun may retain and use copies of your User Generated Content for archival or backup purposes and in order to enforce the Terms including investigation of potential violations thereof.

## **11. Misconduct and Copyright Agent**

We care for your safety. If you believe a User acted inappropriately including but not limited to offensive, violent or sexually inappropriate behavior, please report immediately such person to the appropriate authorities and to our Misconduct Agent at support@homerun.co.il .

Homerun respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the following information in writing to Homerun's Copyright Agent: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit Homerun to locate the material; (iv) information so that Homerun can contact you, such as address, telephone number and e-mail address; (v) a statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. Homerun's Copyright Agent can be reached at: support@homerun.co.il .

## **12. Linking to Homerun's Site and Links to Third Party Sites**

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products and/or services by Homerun, and does not portray Homerun in a false or otherwise offensive manner. You may not link to our Site from a site

that you do not own or have permission to use. In the event that you link to Homerun's Site you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking.

Certain links provided herein permit our Users to leave this Site and/or App and enter non-Homerun sites or services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of Homerun and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. In addition, Homerun is not responsible or liable for such linked sites and services' privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. Homerun reserves the right to terminate any link at any time. You further acknowledge and agree that Homerun shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked sites or resource. 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 and services, *inter alia*, in order to know what kind of information about you is being collected.

### **13. Usage Rules**

Since you are downloading the App from a third party platform, service provider or distributor (“**Platform Provider**”) your use of the App may also be governed by usage rules which the Platform Provider may have established and which relate to your use of the App (“**Usage Rules**”). Certain Usage Rules are described below, but other Usage Rules may apply and it is your responsibility to determine what other Usage Rules are applicable to your use of the App. You undertake to comply with all the applicable Platform Provider's Usage Rules and the Usage Rules applicable to your use of the App are incorporated herein by reference. In the event of a conflict between the Terms and the terms of any applicable Usage Rules, which relates solely to the Platform Provider's representations, warranties, restrictions on use of the App, obligations, limitation of liability (to the extent applicable to the Platform Provider) and/or other provisions that impose any responsibility on the Platform Provider, the terms of the applicable Platform Provider's Usage Rules shall prevail. You represent that you are not prohibited by any applicable laws or Usage Rules from downloading and/or using the App. Any download and/or use of the App by anyone prohibited by any applicable laws or Usage Rules from downloading and/or using the App is expressly prohibited.

#### **Apple Inc.**

The following applies to you if you downloaded the App from the Apple App Store (“**iTunes-Sourced Software**”): You acknowledge and agree that (i) the license granted herein is limited to a non-transferable license to use the iTunes-Sourced Software on an iOS device that you own or control, (ii) these Terms are solely between you and Homerun, not Apple Inc. (“**Apple**”), and that Apple has no responsibility for the iTunes-Sourced Software or content thereof, (iii) your use of the iTunes-Sourced Software must comply with Usage Rules established by Apple, including those set forth in the App Store Terms of Service effective as of the date you enter into these Terms, and (iv) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software.

In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund you the purchase price you paid, if any, for the iTunes-Sourced Software. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Homerun as provider of the App.

Homerun and you acknowledge that Homerun, and not Apple, is responsible for addressing any claims relating to the iTunes-Sourced Software or your possession and/or use thereof, including, but not limited to: (i) product

liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use thereof infringes that third party's intellectual property rights, Homerun, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

#### **14. Special provisions relating to Third Party Components**

The App may use or include third party software, files and components that are subject to open source and third party license terms (“**Third Party Components**”). Your right to use such Third Party Components as part of, or in connection with, the App is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the App and Homerun disclaims all liability related thereto. You acknowledge that Homerun is not the author, owner or licensor of any Third Party Components, and that Homerun makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the App or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

#### **15. Availability**

The Service's availability and functionality depends on various factors, such as communication networks. Homerun does not warrant or guarantee that the Service will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

#### **16. Changes to The Site and/or App**

Homerun reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Site and/or App (or any part thereof, including but not limited to the Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided under this Site and/or App may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Homerun shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site and/or App or the Content included therein. You hereby agree that the Company is not responsible for any errors or malfunctions that may occur in connection with the performing of such changes.

Homerun has no obligation to provide upgrades or new releases of the App under these Terms. Without derogating from the above, if Homerun supplies to you any updates, upgrades and any new versions of the App (“**Updates**”) according to its then current policies, it may include automatic updating or upgrading of the App with or without any additional notice to you and the Terms will govern any such Updates unless these are accompanied by a separate license agreement which will prevail, and all references herein to the App shall include such Updates. For clarity, Homerun has no obligation to provide Updates.

#### **17. Disclaimers**

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE AND/OR APP AND THE CONTENT ARE PROVIDED ON AN “AS IS”, “**WITH ALL FAULTS**” AND “**AS AVAILABLE**” BASIS, AND HOMERUN, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS, THE FOOTBALL CLUBS AND THE EVENT ORGANIZERS (COLLECTIVELY, “**HOMERUN'S REPRESENTATIVES**”), DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF



TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE.

HOMERUN AND HOMERUN'S REPRESENTATIVES DO NOT WARRANT (I) THAT THE USE AND OPERATION OF THE SITE AND/OR APP IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT HOMERUN WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE AND/OR APP, (III) THE APP WILL BE INTEROPERABLE OR COMPATIBLE WITH YOUR DEVICE, OTHER SOFTWARE, HARDWARE, OR ANY EQUIPMENT, AND HOMERUN AND HOMERUN'S REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY LOSSES SUFFERED RESULTING FROM INTEROPERABILITY OR COMPATIBILITY PROBLEMS, (IV) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR APP AND/OR CONTENT AVAILABLE THEREON OR THROUGH THE SITE AND/OR APP (INCLUDING THAT THE RESULTS OF USING THE SITE AND/OR APP WILL MEET YOUR REQUIREMENTS). HOMERUN AND HOMERUN'S REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE AND/OR APP, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY OR THE QUALITY OF THE SITE AND/OR APP, AND ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY CONTENT AND INFORMATION DISPLAYED WITHIN THE SITE AND/OR APP.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN HOMERUN.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SITE AND/OR THE APP AND/OR THE CONTENT IS ENTIRELY AT YOUR OWN RISK.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

## **18. Limitation of Liability**

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL HOMERUN, INCLUDING HOMERUN'S REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY) (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION) ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE AND/OR APP AND/OR THE CONTENT YOUR USE OR INABILITY TO USE THE SITE AND/OR APP AND/OR THE CONTENT AND/OR THE FAILURE OF THE SITE AND/OR APP TO PERFORM AS REPRESENTED OR EXPECTED, OR FROM THE PERFORMANCE OR FAILURE OF HOMERUN TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF HOMERUN OR HOMERUN'S REPRESENTATIVES, BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, GUARANTEE OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER HOMERUN (OR HOMERUN'S REPRESENTATIVES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, HOMERUN'S AND HOMERUN'S REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING

HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE AND/OR APP OR THE CONTENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO HOMERUN FOR THE USE OF THE SITE AND/OR APP OR \$US1.00, WHICHEVER IS GREATER. THE LIMITATION OF LIABILITY PROVISIONS WHICH APPLY TO ANY RESPONSIBILITIES OF THE APPLICABLE PLATFORM PROVIDER ARE SET FORTH IN THEIR APPLICABLE USAGE RULES. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM US AND FROM HOMERUN'S REPRESENTATIVES.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

## **19. Indemnification**

You agree to defend, indemnify and hold harmless Homerun and Homerun Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Site and/or App and/or Content; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party; (iv) the User Generated Content that you uploaded through the use of the sService; and (v) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to your use of the Site and/or App. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right, at our expense, to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

## **20. Amendments to the Terms**

The Company may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or App and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site and/or App or sent via e-mail, whichever is the earlier. Otherwise, all other Changes to these Terms are effective as of the stated "Last Revised" and your continued use of the Site and/or App on or 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.

## **21. Termination or Suspension of your Account, Termination of these Terms and the Termination of the App's or Site's operation**

These Terms shall remain in effect until terminated as set forth herein. Your failure to comply herewith shall terminate your license and these Terms. In the event of your failure to comply herewith Homerun may immediately temporarily or permanently limit, suspend or terminate your Account. In addition, Homerun may temporarily or permanently limit, suspend or terminate your Account. If you object to any term hereof, as may be amended from time to time, or become dissatisfied with the Service, you may terminate these Terms at any time by uninstalling our App, exiting our Site and stopping your use thereof and this will be your sole remedy in such circumstances. In such circumstance and upon termination of these Terms in the event of your failure to comply herewith: (i) the license and all other rights granted to you hereunder will automatically terminate, (ii) you must immediately cease all use of the Service, delete and destroy all copies of the App in your possession or control and certify to Homerun if required by it, and (iii) the provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property, Disclaimers, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

Additionally, Homerun may at any times, at its sole discretion, cease the operation of the Service or any part thereof, temporarily or permanently, delete any information from the Service or correct, modify, amend, enhance, improve and make any other changes thereto or discontinue displaying or providing any information, content or features therein without giving any prior notice. You agree and acknowledge that Homerun does not assume any responsibility with respect to, or in connection with the termination of the Site's and/or App's operation and loss of any data.

We note that we can suspend access to your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred: (a) there is risk to the security or privacy of your Account; (b) there is a threat to the security or integrity of our network or our servers; (c) suspension is needed to protect the rights, property or safety of Homerun, its users or the public; (d) there is a basis for termination of your Account; (e) you have violated these Terms; and/or (f) we are required to by law. We may provide you a notice in the event of any such suspension. During such suspension, you will not have the ability to use or access your Account and your User Generated Content. In the event that we will determine, in our sole discretion, that the reason for suspension of access to your Account has been resolved, we will restore access to your Account.

## **22. Export and the Location of the User**

The App is subject to export control laws of the State of Israel and/or may be subject to additional export control laws applicable to the User or in the User's jurisdiction, including, without limitation, the United States. The User agrees that he/she will not ship, transfer, or export the App into any country, or make available or use the App in any manner, prohibited by applicable laws.

In addition, the User represents and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) that the User is not listed on any U.S. Government list of prohibited or restricted parties.

## **23. General**

(a) These Terms constitute the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes all prior or contemporaneous written or oral agreements or understandings between you and the Company, (b) any claim relating to the Site and/or App or the use thereof will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied, (c) any dispute arising out of or related to the Site and/or App will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Tel-Aviv District, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Homerun may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE AND/OR APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (i) no amendment hereof will be binding unless in writing and signed by Homerun, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

## **24. For information, questions or notification of errors, please contact:**

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail and we will make an effort to reply within a reasonable timeframe: [support@homerun.co.il](mailto:support@homerun.co.il)