

*If you have entered into an “offline” written agreement with Homestretch AG, then these Terms of Use apply only to the extent where they do not contradict such written agreement.*

## TERMS OF USE

These Terms of Use (the “**Terms**”) are entered into between HomeStretch AG, a legal entity incorporated under the laws of Switzerland with registered address: St. Andreas 13, 6330 Cham, Switzerland (“HomeStretch”), and any entity or individual (the “**User**”), agreeing to these Terms by clicking “accept” (if these Terms are provided online). Use of **HomeStretch BIZ** application (the “**Application**”) in any form means that the User accepted these Terms and is bound by the terms and conditions contained therein.

**HomeStretch BIZ**, a mobile application, which functions as a route optimization suite for businesses and individuals, is an integrated software package (program code, databases, digital map solution and a number of tools for route management, interface and all future updates), is provided on a fee payment basis for entities and individuals. Under this fee the User is granted the right to install the Application on a pre-determined number of individual electronic devices (such as phones or tablets with or without Internet connection) used by employees / contractors of the User for the purposes of route optimization.

### 1. SCOPE

- 1.1. These Terms apply to the use of the Application and detail the User’s rights, obligations and limitations of use.
- 1.2. All current and future functional parts of the Application may only be used under these Terms. Use of the Application in any form means that the User accepted these Terms.
- 1.3. These Terms do not alter in any way the terms and conditions of any other agreements that the User or any individual who installed the Application on their device pursuant to an agreement between the User and HomeStretch AG may concluded with HomeStretch AG, including End User License Agreement [https://homestretch.ch/user\\_license\\_agreement](https://homestretch.ch/user_license_agreement) and HomeStretch Privacy Policy [https://homestretch.ch/privacy\\_policy](https://homestretch.ch/privacy_policy) .

### 2. USER’S WARRANTIES

- 2.1. By accepting these Terms, the User represents and warrants that (i) they have full legal authority to enter into a legal agreement with HomeStretch AG (e.g. executive officers accepting the Terms on behalf of the company) and be bound by these Terms, and (ii) they have read and understand these Terms.
- 2.2. By using the Application, the User, irrespective of whether they are an individual or legal entity, represents and warrants that (i) they intend to use the Application solely for the purposes stated in the End User License Agreement which they enter into in order to use the Application, (ii) they would not perform any actions which may violate these Terms or have negative impact on the continuous availability of Application service, (iii) they obtained all kinds of

consent mandatory for transfer of personal data related to the use of the Application or such consent is not required by the applicable laws.

### **3. GENERAL CONDITIONS OF USE**

- 3.1. The use of the Application involves (i) creation of a HomeStretch account and the identification of the User, (ii) use of the Application during the trial period, (iii) use of the Application after the end of trial period.
- 3.2. The opportunity to use the Application during the trial period is provided to the User in to test functional parts and technical capabilities of the Application.
- 3.3. During the trial period or after expiration of the trial, the User can order permanent access to the Application on a fee-paying basis.
- 3.4. Any content that is available in the Application is the copyrighted work of HomeStretch AG and / or its contractors. Use of this content is governed by the terms and conditions of the End User License Agreement [https://homestretch.ch/user\\_license\\_agreement](https://homestretch.ch/user_license_agreement) . The User is not allowed to change, decompile, decrypt, disassemble the Application in any way or use the program code of the Application in any way, change in any way or make derived works out of the Application or its parts including program code, databases, digital maps and interface design.
- 3.5. These Terms allow the User to add custom routes, signs, notes to the digital maps in the Application for User's convenience. These actions shall not be regarded as prohibited modifications of the digital maps or other parts of the Application.
- 3.6. Individual users, who have the Application installed on their devices, must be of legal age to use the Application. Individual users younger than 16 years old may not use the Application

### **4. REGISTRATION, USE AND DELETION OF ACCOUNT**

- 4.1. The Application requires the User to register in order to create an account.
- 4.2. For the purpose of registration, the User is asked to provide username (real name of the individual) and a valid mobile number (if the User is an individual), or company details (if the User is a legal entity).
- 4.3. Providing invalid name or mobile number, incorrect, inaccurate or outdated company details may be considered a violation of these Terms, and as a consequence access to the Application may be terminated.
- 4.4. The User is responsible for maintaining confidentiality of their account details (username / password). Any unauthorized disclosure of these details may be may be considered a violation of these Terms, and as a consequence access to the Application may be terminated.
- 4.5. The User must immediately notify HomeStretch about any unauthorized access, unauthorized disclosure and use of User's account.

- 4.6. HomeStretch has the right to take certain actions if it deems them necessary, to ensure the security of User's account, including, without limitation: (i) request of additional information to authorize the User, (ii) deletion of the account, (iii) suspension of the account's use.
- 4.7. HomeStretch shall maintain safety of the User's account. However, HomeStretch does not guarantee complete invulnerability of the account from security threats and attacks. HomeStretch will use its best efforts to maintain safety, security and recoverability of the User's data.

## **5. DISCLOSURE OF INFORMATION**

- 5.1. The User gives HomeStretch consent to disclose information about their current location. The Application uses information about User's location in order to provide customized navigation. The Application records User's actions related to digital maps, route information, including User's starting point, the destination point, trip starting time, and projected / actual route. Additional information about disclosure of User's personal data is contained in the HomeStretch Privacy Policy [https://homestretch.ch/privacy\\_policy](https://homestretch.ch/privacy_policy) .
- 5.2. The User agrees to share with HomeStretch the list of contacts recorded on their electronic device (on every electronic device where the Application is installed) In case of disclosure of personal data to HomeStretch, the User must obtain their consent to process their personal data.
- 5.3. The User represents and warrants that the information provided to HomeStretch is true, accurate, complete and is updated regularly.
- 5.4. The User is responsible for provision of true, accurate, complete and up-to-date information about individuals using the electronic devices where the Application is installed.
- 5.5. If the User provides any information that is untrue, inaccurate, outdated or incomplete, or HomeStretch has reasonable grounds to suspect that the information provided is as described above, HomeStretch has the right to terminate the User's access to the Application without prior notification and restrict / prohibit any current or future use of the Application by the User.

## **6. THIRD-PARTY CONTENT**

- 6.1. The User acknowledges that the Application may permit access to products, services, websites, advertisements, information, and materials created and provided by advertisers, marketing agents and other third parties (the "Third-Party Content").
- 6.2. The User acknowledges that the Application does not represent the Third-Party Content. The User accesses and uses the Third-Party Content at their sole discretion and risk. HomeStretch AG shall not be liable for any losses arising out of or in connection with access to and use of the Third-Party Content.

## **7. TECHNICAL SUPPORT**

- 7.1. HomeStretch provides technical support with regard to the Application. Any requests for technical support shall be directed to support@homestretch.ch.
- 7.2. Technical support is provided without any service level commitment.

## **8. UPDATES AND MODIFICATIONS**

- 8.1. The User agrees to receive notifications about availability of latest updates of the Application and to the automatic installation of such updates when necessary.
- 8.2. The User agrees that the Application may be automatically modified from time to time without prior notification.

## **9. NOTIFICATIONS**

- 9.1. The User agrees to receive notifications from the Application from time to time. Notifications are sent to keep the User informed about new functions of the Application, fail of service or return to service, current GPS signal, etc.
- 9.2. The User can switch off notifications any time in each of the Application. In this case HomeStretch AG does not guarantee the awareness of the User about any changes in the Application.

## **10. LIABILITY OF THE PARTIES**

- 10.1. The User is fully liable for any violation of these Terms and for the losses incurred by HomeStretch AG or third parties as a result of such violation.
- 10.2. The Application is granted for use "as is". HomeStretch does not guarantee uninterrupted service availability.
- 10.3. HomeStretch does not guarantee that information included with the Application, digital maps, addresses, databases or other content is accurate, complete, up-to-date or error-free.
- 10.4. HomeStretch is released from compensation of any User's losses which they incur in connection with (i) the failure of service of any kind, including technical errors, (ii) inaccurate, incomplete or outdated information included with the Application.

## **11. APPLICABLE LAW**

- 11.1. These Terms shall be interpreted, construed and enforced in accordance with the laws of Switzerland, except for its conflict of laws principles. The provisions of the consumer protection legislation shall not be applicable, as the Application is for business use only.
- 11.2. The User irrevocably consents to the exclusive jurisdiction of state courts of Zug, Switzerland, over all claims and actions to enforce such claims or to recover losses or other relief in connection with such claims.

## **12. CHANGE OF TERMS**

- 12.1. HomeStretch reserves the right to change the Terms from time to time without prior notification of the User.
- 12.2. HomeStretch publishes the updated Terms on its website [https://homestretch.ch/terms\\_of\\_use\\_biz](https://homestretch.ch/terms_of_use_biz) require and provides access to them on a free-of-charge basis.
- 12.3. The Updated Terms are effective from the date of publication.
- 12.4. Use of the Application after the date of publication means acceptance of the updated Terms.