

Please, read these Terms of Use carefully before using this Mobile Application.

You agree to be bound by these Terms by clicking “accept”. Use of this Application in any form means that you have entered into these Terms.

If you do not agree to these Terms, please immediately stop using this Application.

TERMS OF USE

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

HomeStretch, a mobile application, which functions as a route optimization suite for individuals, is an integrated software package (program code, data bases, digital map solution and a number of tools for route management, interface and all future updates) and shall be used by individuals on a free-of-charge basis, for personal, non-commercial purposes only.

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 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. The Terms are mandatory for all Users of the Application without exception. By using the Application, the User automatically agrees to these Terms.
- 1.4. These Terms do not alter in any way the terms and conditions of any other agreements that the User may concluded with HomeStretch, including End User License Agreement https://homestretch.ch/user_license_agreement and our 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 are of legal age required to validly use the Application and enter into these Terms or have legal parental/ guardian consent to use it, (ii) they are not the persons banned from using the Application under the applicable laws, (iii) they have read and understand these Terms.
- 2.2. By using the Application, the User expressly warrants that (i) they intend to use the Application solely for the purposes stated in the End User License Agreement which they enter in order to use the Application, (ii) they would not perform any actions which may violate these Terms or have negative impact on the Application service, (iii) they have obtained consent mandatory for

transfer of third parties' personal data or such consent are not required by the applicable laws.

3. GENERAL CONDITIONS OF USE

- 3.1. The use of the Application involves (i) creation of an account and the identification of the User, (ii) use of the Application's functions.
- 3.2. Any content that is available in the Application is the copyrighted work of HomeStretch and/or its suppliers. Use of this content is governed by the terms of the End User License Agreement <https://main.co.homestretch.ch> . 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, somehow change or make derivate works out of the Application or its parts including program code, databases and interface design.
- 3.3. These Terms allow the User to add 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.
- 3.4. The User is not allowed to publicly display or release the Application with commercial purposes except if it is allowed by any other agreements entered into between the User and HomeStretch.
- 3.5. The User must be of legal age to use the Application. The User is allowed to use the Application being at least 13 years old. Users between 13 and 18 years old are only allowed to use the Application having legal parental or guardian consent.

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.
- 4.3. Providing invalid name or mobile number shall be regarded as violation of the Clause 5.3. of these Terms.
- 4.4. The User is responsible for maintaining the confidentiality of their account details and for all activities that take place under their accounts' identification.
- 4.5. The User must immediately notify HomeStretch about any unauthorized access and use of User's account or any other breach of security.
- 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 account's use.
- 4.7. HomeStretch shall maintain safety of User's account. However, HomeStretch does not guarantee complete invulnerability of the account to 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 consent to disclose information about their current location to HomeStretch. 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, destination point, trip starting time and projected/ actual route. Additional information about disclosure of User's personal data is contained in the Privacy Policy https://homestretch.ch/privacy_policy .
- 5.2. The User agrees to share 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 consents of the individuals from the list of contacts 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. 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 his/her sole discretion and risk. HomeStretch 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. NOTIFICATION

- 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 the Application. In this case HomeStretch 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 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 of the Application 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. As the right to use the Application is granted free of charge the provisions of the Consumer Protection Legislation shall not be applicable.
- 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 updated Terms on its website https://homestretch.ch/terms_of_use_user 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.