

Before using the Mobile Application, please, read carefully the License Agreement below.

You are not allowed to use the Mobile Application unless you agree to the terms of this License Agreement.

END USER LICENSE AGREEMENT

This End User License Agreement (the “**License**”) is entered into between any individual who agrees to its terms by clicking “accept” (if these Terms are provided online) (the “**User**”) and business entity HomeStretch AG with registered address: St. Andreas 13, 6330 Cham, Switzerland (the “**Licensor**”) in regard to the right to use mobile application named “HomeStretch” (the “**Application**”).

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. USE UNDER THE LICENSE

- 1.1. Use of Application is allowed only on the basis of this License. By ticking the box below the User fully agrees to the terms of License.
- 1.2. Use of the Application means its activation and functional use for private purposes only, whether by an independent user or a user acting as an agent of corporate licensee of the Application under a business license. The User is allowed to have only one account in the Application. The User is allowed to download, install and use Application on different devices using this account. The number of devices for use is not limited.
- 1.3. Use of License by an individual is allowed only for non-commercial purposes. Such use of License is free of charge. Any use of License under alternative conditions is allowed only if it is expressly stated in a free-standing agreement signed by the Parties.
- 1.4. This License is non-exclusive, licensing rights can be granted to unlimited number of persons. Licensing rights are not assignable.
- 1.5. This License is effective on the territory of all the world, unless a country-specific license was granted. In this case the country-specific license takes precedence. The License is effective during unlimited period of time.
- 1.6. Apart from this License, terms of use of the Application are also stated in Terms of Use https://homestretch.ch/terms_of_use_user and Privacy Policy https://homestretch.ch/privacy_policy . These terms are mandatory for all Users of the Application without exception. By using the Application, the User automatically agrees to these terms.

- 1.7. The Licensor may provide to the User the translation of this License to any other language upon request. In this case, the English text of the License shall prevail.

2. EXCLUSIVE RIGHTS

- 2.1. Exclusive rights to the Application fully belong to HomeStretch AG.

3. LIMITATIONS OF USE

- 3.1. The User is not allowed to use the Application and accept this License if (i) User is not of legal age required to validly enter into this License Agreement or doesn't have legal parental / guardian consent to use the Application, or (ii) User is a person banned from using the Application under the applicable laws.
- 3.2. Any content that is available in the Application is the copyrighted work of HomeStretch AG and / or its suppliers. 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.
- 3.3. This Agreement allows 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 from the case mentioned in the Clause 1.3. of this Agreement.
- 3.5. The Application shall be used under the name "HomeStretch" only. The User is not allowed to change or delete the name of the Application as well as the copyright sign.
- 3.6. Any other rights of User in regard to the Application not expressly granted by this Agreement are reserved by HomeStretch AG.

4. UPDATES AND MODIFICATIONS

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

5. LIABILITY OF THE PARTIES

- 5.1. The Application is granted for use "as is". The Licensor does not guarantee (i) uninterrupted service availability, (ii) that the information included with the Application, digital maps, data bases, addresses or other content of the Application is accurate, complete, up-to-date or error-free.
- 5.2. Most of the functions of the Application are accessible only via Internet connection and require proper GPS signal. The Licensor does not guarantee

full functioning of the Application without Internet connection or proper GPS signal.

- 5.3. The User gets access to the Internet and pays for it if such access is chargeable at his/her own expense.
- 5.4. The Licensor is not liable for any problems with the Internet connection or for the disconnection as well as for the poor GPS signal.
- 5.5. The Licensor is released from compensation of any losses incurred by the User in connection with (i) the failure of service of any kind, including technical errors, (ii) inaccurate, incomplete or outdated information included in the Application.
- 5.6. The User is fully liable for any violation of intellectual property rights of HomeStretch AG, or violation of any other obligations of the User under this License and for the losses of HomeStretch AG or third parties which they incur as a result of such violation.

6. TERMINATION

- 6.1. In case the User has violated any of its obligations under this License Agreement or any provisions of Terms of Use or Privacy Policy, HomeStretch AG reserves the right to unilaterally terminate this Agreement without prior notification of the User and without covering any losses of the User caused by such termination.
- 6.2. The User has the right to unilaterally terminate this License Agreement by irrevocably deleting its account.

7. APPLICABLE LAW

- 7.1. This License Agreement 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 under this License the provisions of the Consumer Protection Legislation shall not be applicable.
- 7.2. Each Party 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.

8. CHANGE OF LICENSE

- 8.1. The Licensor reserves the right to change the terms of this License from time to time without prior notification of the User.
- 8.2. The Licensor is obliged to publish updated terms of this License on [link] and provide access to it on a free-of-charge basis.
- 8.3. Updated terms of License are effective from the date of publication.